

Ars Clericalis :

T H E

Art of Conveyancing EXPLAIND;

**Wherein the Nature and Effect of
such Deeds and Instruments by which
Lands are Conveyed from one man to
another are clearly demonstrated ; as of**

Feoffments	Leases
Gifts	Release and Release
Grants	Confirmations
Fines	Surrenders
Recoveries	Assignments
Indentures to lead their uses	Exchanges and Par- titions
Bargains and Sails	Revocations
Covenants to stand seized to uses	New Declarations
	Wills

**Also the Forms and Orderly Parts which ought
to be observed in such Deeds and Convey-
ances, laid open.**

**With a Description of the several ways where-
by a man may get Property in Goods and
Chattels, and the Manner and Forms of At-
turnment and Livery of Seisin.**

By R. Gardiner.
**The Second Edition, with an Addition of many Presidents, fully
applied to each Head, also Notes and Observations upon the
same.**

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Bernards Inn in Holborn. 1692.**

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TO THE READER.

Courteous Reader,

I*t was the Method of this Collection, which first caused it (at the request and approbation of others) to be Printed; Since which I was often desired to fit each Head and Form with proper Notes and Presidents, that it might be a Compleat Directory for the Conveying of Lands, &c. I have therefore endeavoured to supply the same in the best manner this Volume would permit; and hope I have not omitted any thing necessary. To say these Presidents are the best that can be found, would be a vain and impudent Boasting; but I think it may be said without prejudice, that there are but few in Print that exceed them; Causa patet, & verbum sat Sapienti. You have here at one view Forms both ancient*

A 2

and

To the Reader.

and modern, and therefore a Compleat Body,
and not the Feet without the Head; I must
confess I have not added many that are an-
cient, tho' I could have wished there had
been room; for I have met with those that
well deserve to be had in remembrance, if
not for Imitation, yet for Information, that
so those Persons for whose use these are in-
tended, might have seen them in their first
simplicity as well as perfection. But you'l
say you care not for antiquated and obsolete
Forms: Be it so, then you have your de-
sire. The Errors of the Press are but few;
and tho' those of the Collector may in other
things be great, yet he presumes, that fol-
lowing his Method and Authorities, he hath
in this matter erred but little; however he
submits both, in the first place to your fa-
vourable Acceptance, and next to your learn-
ed Correction, not altogether for his own,
but also for the instruction of others, because

Fœlix quem faciunt aliena pericula cautum.

*Your Servant in the best
of his Endeavours,*

O&ob. 23.

1697.

R. G.

Ars

W^m *Arts Clericalis : Hints*

O R,

The Art of Conveyancing.

C H A P. I.

*Shewing how Property in Lands is gotten,
and transferred from one to another.*

THE intent of this Treatise being to lay down and explain *The Art of Conveyancing*, whereby the Property in Lands is transferred from one to another; I shall first shew the several ways by which Property in Lands is or may be gotten.

And Note, That property in Lands is gotten and transferred from one to another four ways:

- Viz.* { 1. Entry.
2. Descent.
3. Escheat. And,
4. Conveyancing.

Of Property
in Lands.

B

(1) *By*

(1) *By Entry.*

By Entry.

Property in Lands by Entry formally and strictly taken, was where a man found a piece of Land that no other possessed, or had Title thereto, and entred thereon, this Entry gained him the Property of it; and this seemeth to be grounded upon the Text, *Terram dedit Filiis hominum, &c.*

And in the case of Occupancy (which ariseth by Conveyance:) As,

Occupancy.

Where Lands are conveyed to *A.* for the Life of *B.* and *A.* dies without making any Estate or Assignment thereof; here whosoever first entreth after the Death of *A.* getteth property in that Land during the Life of *B.* for the Land cannot revert to him that leased to *A.* till *B.* dye; and to the Heir of *A.* it cannot go, for it is not any Estate of Inheritance, nor descendible to the Heir (without special Words.) And as for the Executors of *A.* they cannot have it, for that it is not an Estate Testamentary, to go to them as the Goods and Chattels do, so as in truth no man can entitle himself to the Land, and therefore the Law preferreth him that first entreth, and he is called *Occupans*, and shall hold it during the Life of *B.* but yet such an one must pay the Rent, perform the Conditions, and do no Waste or harm. *N.B. fo. 83. Co. Lit. 41.*

Occupancy,
how prevented
at the Grant.

But this Estate of the Occupant may be prevented at the making of the Grant, by adding these Words, [*To have and to hold to A. and his Heirs during the Life of B.*] for then 'tis descendible to the Heir.

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It may also be prevented after the making of the Grant or Lease for Life, (tho' the word *Heirs* be omitted) by assigning the Estate over to some Friends and their Heirs in Trust during the Life of B. &c. or to make a Grant to another, and then take a Re-grant thereof to himself and his Heirs. *How after the Grant.*
Co. Lit. fo. 41.

Judge *Vaughan* in his Reports, pag. 187. divides Occupancy into *Natural Occupancy* and *Civil Occupancy*. By Natural he means the possession of such things as are immovable and permanent; as Lands which lye unpossessed, and in which no other hath prior Right. By Civil Occupancy, he means such a possession of Lands, &c. as is according to Institution and the Law of the place, and particularly according to the Law of *England*.

He says, That no Occupancy begins with the Freehold, but begins by possessing the Land, and the Law casts the Freehold upon him, p. 195.

And that an Occupant shall enjoy whatsoever is belonging to that which he occupies, p. 196.

That a Claim without actual possession cannot make a man a Natural Occupant, p. 188.

That there can be no Occupancy of any thing wherein another hath a Right, p. 188, 189.

That two cannot have severally possession of the same thing at one time, p. 189, 192.

B 2

That

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That a man cannot be Occupant but of a void possession, or of a possession which he himself hath, p. 192.

That Tenant for years, or at Will, may be an Occupant, *ibid.*

That if a man dye seised *pur autre vie* of a Rent, Tythe, &c. or other thing whereof there can be no Occupancy, either directly or by consequence, as Adjuncts of something else by the death of the Grantee: In all these Cases the Grant is determined, as if there never had been any, p. 201, 202.

But when those things are granted in the same Deed, together with other things, of which there may be an Occupancy, then they shall be subject to the Occupancy, p. 202.

That the Occupant is liable to pay the Rent, p. 202, 203.

That an Occupant becomes an Assignee in Law to the first Lessee, p. 204.

That he hath power to pass over his Interest, p. 205.

See the Book at large, *Holden versus Smallbrooke.*

And Note, that the Statute of 29 Car. 2. hath provided, That the Lessee or Grantee may devise such Estate for another's Life, by his Will, in presence of three or more Witnesses.

If he devise it not, and his Heir become Occupant, it shall be chargable in his hands as Assets by Descent, as in case of Lands by Fee-simple. *Stat. cod.*

And

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And in case there be no Special Occupant, then it shall go to the Executors or Administrators of the party that had the Grant, and shall be Affests. *Stat. cod.* See the Statute,

(2) Property by Descent.

Property in Lands gotten by Descent, is where a man having Lands of Inheritance dieth, not making any disposition thereof, but leaveth it to go as the Law appointeth, and the Law appointeth that it be cast upon the Heir, that is called a *Descent* in Law; and upon whom this Descent is to light is the Question.

Now Descent is either Lineal or Collateral: Lineal Descent is conveyed downward in a Right Line, from the Grandfather to the Father, and from the Father to the Son, and from the Son to the Nephew, &c.

Collateral Descent, is springing out of the side of the Whole Blood, as Grandfathers Brother, Fathers Brother, &c. as you may plainly discern by the Degree of Parentage in the Lord Coke upon *Lit. fo. 15.*

Yet it may be here to the purpose in hand, and expected, that something more be said concerning the Descent of Lands: Therefore take these Rules following, borrowed from Mr. Noy, that Learned Expofitor of the Law.

Nota, That Lands, or an Estate of Inheritance, (which is to a Man and his Heirs for ever) doth always descend; for it may not Lineally ascend from the Son (which

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purchaser in Fee and dieth) to his Father, but descendeth to his Uncle or Brother and to his Heirs, which is the next of the Whole Blood; for the Half Blood shall not Inherit, but the most Worthy of Blood; as of the Blood of the Father before the Mother, and of the elder Brother before the other, if Born within Espousals. See *Noy's Max.* p. 22.

Lands seised in
the Blood of
the Father.

But Note, That if Lands be once seised or entailed in the Blood of the Father, the Heir of the Mother shall never have them, because they are not of the Blood of him that was last seised. *Idem* p. 23.

For a Descent shall be intended to the Heir of him that was last actually seised. *Id.* p. 22.

Disseise put
from Entry.

And if a man disseiseth another, and dieth seised, and his Heir entreth and maketh a Feoffment to another in Fee, or in Tail, and he dieth, and his Heir entreth; these Descents put the Disseisee, &c. from an entry. *Idem* p. 34.

But a dying seised of a Term for Life, or of a Remainder or Reversion, doth not take away an Entry; for he must dye seised in Fee. *Idem* p. 34, 35.

Sister of the
Whole Blood.

The Sister of the Whole Blood (where her elder Brother did enter after the Death of his Father) shall inherit, before the Brother of the Half Blood, or any other Collateral Cousin. *Ibid.*

Brother of the
Half Blood, &c.

Yet notwithstanding such an one may be Heir to a Common Ancestor; as if the Land, Rent, Advowson, or such like, do descend to the

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the elder Son, and he dye before any Entry or receipt of the Rent, or Preferment to the Church (&c.) Then the Heir of him that was last actually seised shall inherit (as the younger Son, &c.) and the Reason is, because that in all Inheritances in Possession, he which claimeth Title thereunto as Heir, ought to make himself Heir to him that was last actually seised, *Noy's Max. p. 22, 23.*

Note, The Possession of a Lessee for years, Dyed in or of a Guardian, shall invest the actual Possession. Possession and Franktenement in the elder Brother, *Idem p. 23.*

But if he dye seised of a Reversion or Remainder, or an Estate for Life, or in Tail; there he which claimeth the Reversion or Remainder as Heir, ought to make himself Heir to him that had the Gift, or made the purchase, *ibid.*

And so in case of a Purchase, it shall descend to the Heir of the Blood of the first Purchaser: As if the Father purchase Land, and it descendeth to his Son, who entreth, and dieth without Heirs of the Fathers part, then the Land shall descend to the Heirs of the Mother of the Father, or of the Father of the Father (as the Heirs may be) and not to the Heirs of the Mother of the Son; for altho' they are more near of Blood to him that was last seised; yet they are not of the Blood of the first Purchaser, *ibid.*

If the Heirs be Females in equal distance, as Daughters, Sisters, Aunts, &c. they shall inherit together and are but one Heir, and are called Parceners, *idem 24.*

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Gavel,

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Gavel-kind.

Gavel-kind doth descend to all the Sons; and if no Sons, to all the Daughters; and may be given by Will by the Custom, *Noy's Max. p. 24.*

Fee-simple.

But Note, That if a man be seised of Lands or Tenements, to hold to him and his Heirs for ever, it is the best Inheritance a man may have; and he may sell, or grant, or make his Will of those Lands; but if otherwise he dye, they do descend to his Heir of the Whole Blood, *ut supra*, with respect to the several Cases, &c, *idem p. 20.*

Of Possessions.

Difference of Possession and Seisin.

The difference between Possession and Seisin is this:

A Lessee for Years is possessed, and yet the Lessor is still seised; and therefore the Terms of the Law are, that of Chattels a man is Possessed: Whereas in Feoffments, Gifts in Tail, and Leases for Life he is called *Seised*.

Of Estates.

And Note, That all Estates that have their being, are in Possession, Reversion, Remainder or in Right; but of all these Possession is the principal.

Again, there are two degrees of Possession, one in Law, the other in Deed.

**Possession in Deed.
In Law.**

That in Deed is the actual Possession.

In Law, is that which the Law it self casteth upon a man before any Entry or Pernancy of the Profits; as where the Father dieth seised of Lands in Fee, and the same is to descend to the Son as his next Heir; in this case, before any Entry, the Son hath a possession in Law.

And

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And so of a Reversion expectant, or a Reversion expectant, &c. Remainder dependent upon a particular Estate for Life, as if Tenant for Life dye, he in Reversion or Remainder, before his entry hath only a Possession in Law.

And all manner of Possessions that are not Possessions in Deed, are only Possessions in Law.

A particular Estate is such as is derived from a general Estate, by separation of one from the other. A particular Estate what.

As an Estate Tail, for Life; or for years, created by Gift or Grant out of a Fee-simple, is in the Donee or Lessee a particular Estate in Possession, derived and separated from the Fee-simple.

And of particular Estates, some are created by Agreement between the Parties, and some by Act of Law. Particular Estates twofold.

By Agreement, are such as those before specified. By Agreement.

By Law, as Estates in Tail after possibility of Issue Extinct, Estates by the Courtesie of England, Dower, &c. for in Dower the Party is compellable by Law to compleat the Estate. By Law.

(3) Property by Escheat.

Is where the Owner of Land dieth in Possession without Child, or other Heir, then the Land for lack of Heir, is said to Escheat to the Lord of whom 'tis holden. How Land escheateth.

And it is to be understood, That all Lands are said to be holden of the Crown either immediately or mediately, and the Escheat Immediate Lord.
por-

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pertaineth to the immediate Lord, not to the mediate Lord. See *Camb. Brit. pag. 93. Cowell's Interp. tit. eodem.*

Bastardy.
Owner-Attain-
ted.

The lack of Heir happeneth principally in two Cases, the one where the Owner of the Land is a Bastard, the other whe the Owner is Attainted of Treason or Felony; for neither can a Bastard have an Heir, (unless he be his Child) nor a Man Attainted of Treason or Felony, have any Heir tho' he be his own Child, *Mag. Charta 31. Fitz. N.B. fo. 143. T. &c.*

Heir at Law
dies without
Heir.

Where the Heir at Law dies without Heir, the Land Escheats, and the Lord's Title will precede any future Devise, *Vaugban's Rep. 270.*

(4) Property by Conveyance.

Is distributed into divers Estates:

Divers Estates
by Conveyance

Viz. { 1. For Years. } 3. In Tail.
 { 2. For Life. } 4. In Fee-simple.

And these Estates are created either by Word, Writing or Record.

By Word.

1st, By Word or Parol, as Leases for Years may be.

By Writing.

2^{ly}, By Writing, as by Indenture, Grant, &c.

By Record.

3^{ly}, By Record, as by Fine, Bargain and Sale, &c.

Of Leases for
Years.

But Note, That Leases Parol are void if they exceed 3 years from the making; and if they do not exceed, yet two third parts of the improved value of the things Devised must be reserved to the Landlord, See Stat. 29 Car. 2. for prevention of Frauds and Perjuries.

But

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But it seems by that Statute, that if the substance of the Lease be put in Writing, and Signed by the Parties (tho' not Sealed). so making or creating the same, or their lawful Agents by Writing. authorised, Then they shall have the force and effect of Leases: Otherwise, only the force and effect of Leases or Estates at Will, (See the Statute) But no Covenant can then be brought on such Writings.

Leases for Years.

Leases for years, are mostly made by Indenture, by words of Demise, Grant and to Farm-let, with such Conditions and Covenants as the Parties agree upon, *Co. Lit. fo. 45. Bro. Leases 60, 67. b.*

And such Leases be called Chattels Real, and are not Inheritable by Heirs, but go to the Executors or Administrators; they be Saleable for Debt in the Life of the Owner, or in the Executors or Administrators Hands by Writ of Execution: They be forfeited to the Crown by Outlawry, or by Attainder for Felony, Treason or Praemunire, &c. See *Wentworths Executor pag. 76, 32. L. Ass. pl. 6, &c.*

If a Lease be for 500 Years, it is but a Chattel, and cannot be Entailed, *Register Pragmatical p. 192.*

Of like nature are, Interests gotten in other Mens Lands by Extents for Debt upon Judgment, in any Court of Record, upon Statute Merchant, or of the Staple, or Recognizances, and the Tenants thereby are called Tenants by Elegit. All these also be called Chattels

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Chattels Real, and do go to the Executors or Administrators, and not to the Heir, and are Saleable, and Forfeitable as Leases for Years are, *Idem Pa. ead.* See more hereafter, *Chap. tit. Leases.*

Leases for Lives.

Leases for
Lives are Free-
holds, *Brass.*
lib. 2. cap. 9.

Are called Freeholds, which are also made by Writing or Record; and when by Writing, there must be Livery and Seisin given at the making of the Lease, The manner of which Livery and Seisin is set down after.

Not Saleable,
but extendable.

This Lease for Life is not Saleable by the Sheriff for Debt, but the Land is to be extended at a yearly value, to satisfy the Debt; neither is it forfeited by Outlawry, (except in Felony) nor by any of those means before mentioned, to which Leases for Years are liable and subject, (saving only Attainders for Treason, Felony or Praemunire) and then only to the Crown, not to the Lord of the Escheat. *Vide 25 Edw. 3. Stat. 5. Cap. 2.*

Not forfeited;
except, &c.

Will go to the
Heir, or Exe-
cutor.

This Estate will go to the Heirs (if the word (*Heirs*) be contained in the Grant) If not contained, then to the Executor, in case of no special Occupancy, as before.

How Leases
for Lives may
be made.

A Lease for Life, or for Years may also be made by Fine of Record, Bargain and Sale, or by Covenants to stand leased to Uses, upon good Consideration of Marriage or of Blood. See *Bro. Fines* 106.

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Note, If a Man have a Lease for never so many Years, determinable upon Life or Lives (which some Persons call a Lease for Lives) it is but a Chattel, *Wentworths Executor pag. 28.*

Leases for Years are Chattels.

See more hereafter in the Presidents of Leases.

Of Entails.

Entail signifies Fee Entailed, That is, Fee scanted or limited and ryed to certain Conditions. See *Cowels Int. tit. cod.*

So that Fee Tail is that whereof we are seised to us and our Heirs with Limitation. That is, the Heirs of our Body, *Lit. Cap. 2. Li. 1.*

And Note, That a Fee-tail is either General or Special. General is, where Land is given to a Man and the Heirs of his Body, not naming upon what Woman to be begotten; therefore, if he Marry one or more Wives, and have no Issue by them, and again Marrieth another by whom he hath Issue, this Issue shall Inherit the Land upon such Grant.

Special is, when it is certainly set down, of whom the Issue shall come, as when Lands are given to a Man and his Wife, and the Heirs of their two Bodies, *Lit. ut supra.*

And this Special Estate is either expressed or implied.

Expressed, as where it is Specially limited what Issue shall Inherit.

Implied,

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Implied.

Implied, as where upon Special Tail, either of the parties die, and have no Issue between them, the surviving party is improperly called a Tenant in Tail after possibility of Issue extinct: *West. Symb. p. 1. Li. 1. Sect. 40.*

How created.

So that these Entails may be created by a Gift with Livery and Seisin to a Man and the Heirs of his Body; This word (*Body*) making the Tail, may be restrained to Males or Females, to the Heirs of the Bodies of the Husband and Wife, to the Body of his Father Grandfather in Tail Special or General.

When they began.

Entails began by a Statute in *Edward* the firsts time, (*Westm. Cap. 2. De Donis Conditionalibus*) (for before that Statute Feoffees after they had Issue, had power to Alien and Disinherit the Issue contrary to the mind of the Donors.) And by this Statute they were made so strong, as that the Tenants in Tail could not put away the Land from the Heir by any Act of Conveyance, or Attainder; nor let it, or any way charge or incumber it, longer than for his own Life; (See the Statute.)

By Statute
West. cap. 2.

The Inconveniences by that Statute.

But the inconveniency thereof was very great; for by this means the Lands were so surely tyed upon the Heir, as the Father could not put it from him; It made the Son disobedient, negligent and wastful, Marrying often without the Fathers consent, and to grow insolent in Vice, knowing there could be no check of Disinheritance to restrain him: It made also the Owners of Entailed Lands less fearful themselves to commit Felonies, Murders, Manlaughters and Treasons,

Treasons, for that they knew that none of their AEs could hurt their Heir in his Inheritance. It hindred Men that had Entailed Lands, that they could not make the least profit of their Lands, by taking Fines or other Improvements: For that none upon so uncertain an Estate of the Owners Life, would give him a Fine of any value, nor lay any great Stock upon the Land, that it might yield an improved Rent.

And Lastly, These Entailed Lands defrauded the Crown and many Subjects of their Debts, for that the Land was not liable thereto longer than for his own Life, which made that the King could not safely commit any Office of Account to such whose Lands were Entailed, nor other Men to dare to lend them Money.

These Inconveniencies were all remedied by later Statutes, as namely by the Statutes of 4 Hen. 7. and 32 Hen. 8. 36.—A Tenant

in Tail may Disinherit his Son by Fine and Proclamations; and by that means also may make it subject to his Debts and Sales; And by a Statute made in 26 Hen. 8. Cap. 13; Tenant in Tail doth forfeit his Land for

Tenant in Tail
forfeits for
Treason.

Treason. And by another Statute made in the 32 of Hen. 8. Cap. 28. He may make Leases good against his Issue for 21 years or 3 Lives, (so it be not his chief Lands or Demeasns, nor a Lease in Reversion, nor a lesser Rent reserved, than the Tenants for the most part of 20 years before have paid; And so as such Lease have not any matter of Discharge for doing Wast or Spoils.) And by a Statute made the 33 Hen. 8. Tenants in

He may make
Leases.

They are liable
to the Kings
Debt and are
Saleable.

Tailed

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Tailed Lands are liable by Extent for the Kings Debt : And by a Statute of 13 *Eliz.* 4. They are Saleable for his Arrearages upon his account for his Office.

But not forfeited for Felony, &c. except the Tail be cut off.

So that now it resteth, that Entailed Lands have these two Priviledges only, *viz.* Not to be forfeited for Felonies, nor extended for Debt after the Parties Death, except the Tail be cut off by Fine or Recovery.

Note—These Entails are now usually created by Settlements upon Marriage for the benefit of the Posterity, and may be cut off as before is shewn; And these Settlements Entailing such Land unto the Issue or Posterity, describes the Uses, Behoofs, Intents, Purposes, Provisos, Conditions, Powers and Limitations of the Parties thereto and thereby meant, and the Lands are usually made over to Trustees by Fine and Recovery to stand seised to such Uses, &c. as you may see by many of the Presidents in this Book.

Fee-simple
what.

The last and greatest Estate of Land is Fee-simple, which is an Estate absolute to one and his Heirs for ever. Therefore, he that maketh a Lease for Life to one, or a Gift in Tail, may appoint a Remainder after that Estate to another for Life, or in Tail, and a third in Fee-simple; but after a Fee-simple he can limit no further Estate : And if a Man does not dispose of a Fee-simple by way of Remainder, when he maketh the Gift in Tail, or for Life, or for Lives, then the Fee-simple resteth in himself as a Reversion, *Co. on Lit. fo. 112, 113. Brook Tit. Don.*

Don. & Remainder fo. 245. Glanv. Lib. 7.

Cap. 1.

And the difference between Remainder and Reversion is this, The Remainder is always a succeeding Estate at the time when the precedent is appointed ; But the Reversion is the Estate left in the Giver, after a particular Estate made by him for Years, Life, or in Tail. *Bract. Lib. 2. Cap. 25.*

Difference between Remainder and Reversion.

Or more largely thus, A Remainder is the Residue of an Estate, at the same time appointed over, and must be grounded upon some particular Estate given before, granted for Years or Life, &c. *Noys Max. 31.*

Remainder.

And ought to begin in Possession, when the particular Estate endeth ; there may be no mean time between either by Grant or Will, *ibid.*

When it begins.

No Remainder can be made of a Chattel personal, neither can a Remainder depend on a matter *ex post facto* to be done in *future*, as upon Estate Tail, upon Condition that if the Tenant in tail Sell, then the Land to remain to another is a void Remainder, *ibid.*

Where cannot be.

Also in every Remainder five things are requisite.

Five things to be observed in a Remainder.

1st, That it depends upon some particular Estate, *idem pag. 123.*

2^{ly}, That it pass out of the Grantor, Donor or Lessor, at the time of the Creation of the particular Estate whereon it must depend.

3^{ly}, That it vest during the particular Estate, or at the instant time of the Determination thereof.

C

4^{ly}, That

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4ly, That when a particular Estate is created, there be a Remnant of an Estate left to the Donor to be given by way of Remainder.

5ly, That the Person or Body to whom the Remainder be limited, be either capable at the time of Limitation thereof, or else to be thereof capable during the particular Estate, *idem* 124, 125, &c.

Reversion.

Now a Reversion is the residue of an Estate left in the Grantor, after some particular Estate granted out : As if a Man Grant Lands for Life, without further granting the Reversion, the Fee-simple is in the Lessor.

May commence after a Remainder.

Also it commenceth after a Remainder. As when he in Fee-simple Leaseth for Life to one, or in Tail, he may appoint a Remainder after that Estate, and a third in Fee-simple, for if he doth not dispose of the Fee-simple by way of Remainder, when he maketh the Gift for Life or in Tail, then the Fee-simple resteth in himself as a Reversion.

Example.

Where the Remainder is made with the particular Estate, then it must be done by Deed in Writing with Livery and Seisin; and if the Giver will after dispose of the Reversion that remaineth in himself, he is also to do it by Writing, and the Tenant is to have notice of it, and to Attorn to it, which is to give his Assent (as to say,) *I do agree to the Grant made to you, or I am well contented with it, or I do Attorn unto you, or I do become your Tenant, or Deliver to the Grantee a penny by way of Seisin of Rent in the name of the*

Note, It must be done in the life time of the Grantor.

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the whole, it is good for all, *Noy Max. pag. 63.*
The manner of Endorment thereof is here-
after set down *Chap.*

And except the Tenant will thus Attorn, the Party to whom the Reversion is granted cannot have the Reversion, neither can he compel him by any Law to Attorn, unless the grant of the Reversion be by Fine, and then he may by Writ (called *Quid Juris clamat*, directed to the Tenant to shew his Estate.) This Writ Issues out of the Record of the Fine, which remaineth with the *Custos Brevium* of the Common Pleas, before the Fine be engrossed, for afterward it cannot be had, *West Symb. tit. Fines Sect. 159.* And if he do not purchase that Writ, yet by the Fine the Reversion shall pass: But the Tenant shall pay no Rent, nor be punished for any Waste in the Houses, or Woods before Attornment, or unless the Reversion be granted by Bargain and Sale by Indenture, and that Inrolled within six Months. The end of Attornment is to perfect Grants, and therefore may not be made upon a Condition, or for Time; neither can the Tenant Attorn for part of a thing granted, but it shall enure for the whole absolutely, *Noy Max. pag. 64.*

Reversion
passes not
without Attorn-
ment unless,
&c.

*See 11th p. 64th by
Linn page
638*

Tenant not
punishable for
Waste, unless,
&c.

Of which Attornment more hereafter in
its proper place.

The Fee-simple Estates lie open to all pe-
rils of Forfeiture, Extents and many the like
Inconveniences.

What perils
they are liable
to.

C 2

C H A P.

C H A P. II.

Shewing the Names of such Deeds by which Lands usually pass, and are Conveyed from one to another, with other Requisites necessary thereto.

LAnds are conveyed several ways, and by several Deeds or Instruments.

	<i>Viz.</i>
Feoffments,	} seised to Uses, Leases, Lease and Release, Confirmations, Surrenders, Assignments, Exchanges, Revocation and New Declarations, Wills.
Gifts,	
Grants,	
Fines,	
Recoveries,	
Indentures to lead	
the uses of Fines,	
&c.	
Bargain and Sale,	
Covenants to stand	

To the true making whereof several things are required, as followeth, *viz.*

To the making of a good Deed are required,

Legible Writing.

Sealing blank Paper.

First, Legible and formal writing in Paper or Parchment, before Sealing and Delivery.

For if a Man Seal and Deliver an empty piece of Paper or Parchment, and orders that a Bond or the like be written upon it, and the same is written accordingly; yet it will not be a good Deed, *Perk. Sect. 118. Co. Lit. 171.*

Neither

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Neither will that be a good Deed that is written on Wood, Stone, Bark of a Tree, or the like, tho' Sealed and Delivered, *Ca. Lit. 219. F.N.B. 222.* Writing on Wood, &c.

Yet it matters not in what Language or Hand a Deed is written, and therefore hath been held, That a Deed written in French or Latin, and in Text, Court or Roman Hand, is as good, as if written in English, and a Secretary Hand, *2 Co. 3.* Language.

And tho' the Lines should be written crooked, yet that will not hurt, *Perk. Sect. 123.* Crooked writing.

Neither will it hurt the Deed, if before the delivery of it, any alteration, rasure or interlining should be made in any part of it; but it is safest in such Cases to make a Memorandum on the Back of the Deed, and to give notice to the Witnesses of it; for otherwise it will be greatly suspicious, especially if it be in a material place, as in the name of the Grantor or Grantee, or in the limiting the Estate, or the like; and more especially if it be in a Deed Poll, *Perk. Sect. 155. Co. Lit. 225.* Alteration before delivery. Memorandum.

Secondly, Capable Persons not disabled by Law, (but Donors and Donees that are Monks, Friars, &c. are disabled.) Capable Persons.

Also Persons attainted of Treason, Felony or Premunire.

And	{	Infants, Madmen, Idiots, Females Covert, Aliens, Deaf, Blind and Dumb, from Nativity,	}	are disabled except in several special Cases and Things.
-----	---	---	---	---

C 3

For

The Art of Conveyancing.

For all which, by Nature can consent, cannot also consent by Law: But Age hindreth some; and some the Defects of the Body; and some the Defects of the Mind, so that they cannot consent, *West, Symb. part 1. Lib. 1. Sect. 4.*

Age hindreth those that be within the Age of 21 years, Defects of the Mind, those that be of full Age, *ibid.*

But any person Natural, Male or Female, or Politick, as sole Corporation, or Corporations-aggregate of many: Ecclesiastical or Temporal not disabled by Law, may give or take by Deed, *Perk. Sect. 1, 119. 11 Co. 73. Plow. 155:*

Infants.

Infants which understand not what is done, can therefore neither make Obligation nor Covenant, which may take beginning at their Persons; except such as be at the Age of Discretion; That is, Males at the Age of 14 years, and Females of 12 years, which in some Cases may Covenant and be Bound; as for necessary Food, Rayment, Schooling, Instruction, &c. or as Executor to another, &c. *West. Symb. ut supra.*

Thirdly, It must be a thing to be granted and passed.

Fourthly, It must be by proper and sufficient Names and Descriptions, both of the Grantor, Grantee, and thing granted.

Of which more hereafter in *Tit. Grant.*

Also it must be Grantable in its own Nature, and by him that Grants it, and is either Corporeal and immoveable, or Incorporeal, or Chattels.

1. Corps.

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1. *Corporeal* and immoveable; as Houses, Lands, Woods, &c. which are Grantable in Fee, Tail, for Life, for Years, &c. and Assignable from Man to Man.

2. *Incorporeal*,

As	{	Rents, Services, Advowsons, Presentations, Reversions, Remainders, Offices, Licences, Franchises, Common, &c.	}	Of which more hereafter in Tit. Grant.
----	---	--	---	--

Whereof some are Grantable at their first Creation, but not Assignable after.

As	{	Great Offices of Trust, Judical Offices, Licences, Authorities, &c.	}	Of which more hereafter.
----	---	--	---	-----------------------------

Some are	{	<ol style="list-style-type: none"> 1. Assignable always, 2. Intirely, but not in part, 2. Intirely, or in part, 4. To any Body, 5. But to Special Persons, 6. Some things incident to others, and not grantable without the things to which they are inci- dent. Of which more hereaf- ter in Tit. Grant. 	}
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3. Or Chattels which are either Real; as Leases for Years present, or to come, Extents, &c.

C 4

Or

The Art of Conbepanting.

Or Personal, as Horfes, Oxen, Plate, &c.
Fifthly, The true Reading or Declaring to
 a Blind or Illiterate Person.

Desiring to
 hear the Deed
 read.

For if such a Man be to Seal a Deed, and
 desire first to hear it, or the Contents of it
 Read or Declared to him, and this be not
 done accordingly; but he afterwards Seal
 and Deliver it without, such a Deed will not
 be good.

And *Note*, That no man is tied to deliver
 a Deed, if it be not read to him in a Tongue
 he understands, 2 Co. 9.

Reading falsly
 without request
 to deceive the
 Sealer.

And in case the Party who is to Seal and
 Deliver it, make no such request to hear it;
 yet, if the other to whom it is made, or a
 Stranger, pretend to Read it, and Read it,
 falsly, or otherwise than in truth it is, such
 Deed will be void, at least for so much as is
 Misread or falsly Declared.

Reading falsly
 by covin of the
 Sealer.

And if the Party that is to Seal, cause
 another that is a Stranger, covinously to
 Read it, or to declare the Contents thereof
 to him falsly, and otherwise than it is, and
 this on purpose to make the Deed void; yet
 this shall not hurt the Deed.

When the Sea-
 ler can Read,
 but neglects it.

Also, if the Party that is to Seal the Deed,
 can Read himself, but neglecteth to do it, or
 being Blind or Illiterate, doth not require to
 hear the Deed Read, or the Contents there-
 of Declared. In such cases, altho' the Deed
 should after appear to be contrary to his
 Mind, yet it will be good and unavoidable,

4 Hen. 8. 26. 2 Co. 3, 9. 11 Co. 27.

Sixthly, Sealing and Delivery.

By the Maker, or his Attorney absolutely
 and positively to, or to the use of the
 Party.

Or

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Or Conditionally, and as an Escrow to another.

This Sealing came not generally in use When Sealing till about the time of Ed. 3. which hath ever came in use. since continued; so that now it is of necessity, inasmuch that if a Deed be never so well written before and delivered afterwards, yet if it be not Sealed between the Writing and Delivery, it is not a good Deed, *Perk. Sect. 129. Co. Lit. 225. 2 Co. 4, 5.*

Yet a Stranger may Seal it (by the Allowance or Commandment of him that is to Seal it, before the Delivery of it,) and it will be well enough; and therefore if another man seal a Deed of mine, and afterwards I take it up and deliver it as my Deed, this (its said) is a good Agreement to, and allowance of the Sealing, and so a good Deed, *Perk. Sect. 130, 131, 134.* Deed sealed by a Stranger.

And if a man seal a Deed with any Seal, Any Seal will besides his own, it is good; nay, tho' serve. it be with a Stick, or such like thing, which doth make a Print: And tho' the Deed were made by a Corporation, and they do seal it with any other Seal besides their Common Seal, yet the Deed will be good, *Perk. ut supra.*

And if there be Twenty persons to seal one Deed, and they seal it all upon one All may seal upon one piece of Wax, &c. piece of Wax, and with one Seal; yet if they make distinct and several Prints, this will be sufficient, *Perk. Sect. 134.*

A Deed, when made, read, sealed and delivered, may be altered and amended in Deed, when not to be altered. nothing, *West. Symb. Part 1. Lib. 1. Sect. 56.*

And

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And if it were sufficiently Sealed, yet if the Print of the Seal be utterly defaced, the Deed is insufficient, it is not my Deed; and tho it may not be so pleaded, yet it may be given in Evidence, *West. Symb. ibid.*

When it taketh
effect.

A Deed taketh effect by Delivery; and if the first take effect, the second is void, *ibid.*

And a Jury shall be charged to enquire of the Delivery, but not of the Date; yet every Deed shall be intended to be made when it doth bear Date.

Of the Date.

So if a Lease be made, dated the Third of May 1695. To have and to hold for three years from henceforth, or from the making; and it is delivered the 20th day of June after; in this case the day of the Delivery shall be the first day of the Term of the Lease, and must be taken inclusive, and the Lease shall end the 19th day of June in the Third year, *Co. Lit. fo. 46. Co. Rep. 5. fo. 1, & 93. Noy's Max. p. 55. Hern's Law of Conveyances, p. 14, 15.* Of which more hereafter.

Vide postea.

As to the Delivery it is to be observed, That altho' a Deed be never so well written and sealed, yet if it be not delivered it will not have any force; and this may be either Actual, by doing something and saying nothing; or Verbal, by saying something and doing nothing; or by both, *Perk. Sect. 137. 9 H. 6. 37. 2 Co. 4, 5.*

Delivery by
Deputy.

Also a Deed may be delivered by one that hath a good Authority from the party, and doth pursue it, and it will be as good a Deed as if delivered by the party himself; but there must be no covin or contrivance in this Delivery. For if the party being Illiterate bid

bid him first examine it, and if it be true as it was read to him, then to deliver it, otherwise to restore it to him again, if this Deed be otherwise than it was read; and notwithstanding the party authorized deliver it as the Deed of him that made it, to the party for whom it was made, yet such Delivery will have no effect, neither will the Deed become good thereby, *Perk. Sect. 137. 3 Co. 35.*

11 Co. 28. 9 H. 6. 37.

So a Deed may be delivered to the party himself to whom it was made, or to any other by sufficient Authority from him; or it may be delivered to any Stranger, for and in the behalf, and to the use of him to whom it was made, and this without Authority, *Perk. Sect. 137. Dyer 167. Co. Lit. 36.*

Delivery to Deputy.

And it may be delivered after the Date: And some say, before the Date; but that will not be good in Pleading, to shew it was so, *2 Co. 4. Plowd. 492.*

If he that makes and seals the Deed, deliver it to the party, or his Deputy, and say nothing, yet it is a good Delivery. *Words amounting to a Delivery, &c.*

Or if he say, *Here, take him*; or, *I deliver him you*; or, *I deliver this as my Deed*, it is sufficient.

Or if the Deed be lying seal'd on a Table or Window, and he says, *There be is, take it as my Deed*; this is good enough, *Co. Lit. 36. 9 Co. 137. Dyer 192.*

The delivering a Deed as an Escrow is said to be, where one doth make and seal a Deed and deliver it unto a Stranger until certain Conditions be performed, and then to be delivered to him to whom it is made to take effect. *Delivery as an Escrow, what.*

And

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And the party delivering must use these or such like words, *I deliver this to you as an Escrow, to deliver to the party as my Deed, upon Condition that he do deliver you 20 l. for me; or, upon Condition, that he deliver up the Old Bond he hath of mine for the same Mony; or the like, as the Case is.*

And not to say, *I deliver this to you as my Deed, and that you shall deliver it to the party upon certain Conditions, &c.* for in this Case it will take effect presently: So it will take effect presently, if I deliver it to the party himself as an Escrow upon certain Conditions.

Therefore it must be delivered to a Stranger with the like Expressions as before, as an Escrow, and not as a Deed, *Perk. Sect. 240, &c. Kelw. 88. Co. Lit. 36, 48.*

And yet it will then be of no force till the Conditions are performed; yet after the Conditions performed it will take as much effect, as if it had been delivered immediately, *3 Co. 35.*

Seventhly, Due Ceremony; as Attornment, Livery of Seisin, Inrolment, &c. are many times necessary: Of which more hereafter.

Lastly, A Deed, when well made, read, sealed and delivered, may yet be void or voidable

By { Force,
Fraud, or
Corrupt Agreement.

Or may be mar-
red by { Razure,
Interlining,
Addition,
Breaking the Seal,
Defacing,
Judgment of Court.

All

All Feoffments, Gifts, Grants and Leases made by Durefs of Imprisonment, are void-
able, and that not only by the Parties themselves, but by their Heirs, and those who have their Estates, *Perk. Sect. 16. Plowd. 18. a. Co. Lit. fo. 253.*

Deed made
by Durefs.

And so it is if a man do threaten another to kill or maim him, if he will not make him such a Deed: But not if he threaten to take away his Goods, burn his House, &c.

Threatning to
kill, or maim,
&c.

Also this Threatning, Beating or Imprisonment must be of the party himself that doth make the Deed, or of his Wife, otherwise it will not be by Durefs: For if it be against Father, Brother or Friend, and thereupon I seal a Deed, this may be good and bind me.

Also the Threatning, Beating or Imprisonment must be to this end, &c. and hereupon the Deed must be made, or otherwise the Deed shall not be said to be by Durefs: As if Four threaten to Imprison me, if I will not seal a Deed to one of them, and I do so, this is void.

To what end
by four to one.

Or if one threaten to kill me, unless I will seal a Deed to him and three others, and I do so; this is void to all Four. For if it be to seal a Deed to a Stranger, and I do so; this is void, as if it were to the party himself.

By one to four.

So if one Threaten or Imprison me till I swear or promise to seal him such a Deed; and afterwards at another time, and in another place, when I am at Liberty I do it accordingly.

Forcing one to
Swear or Pro-
mise, &c.

So

Prisoner com-
pelled to seal,
&c.

So if I be in Prison at one mans Suit, and another doth cause me to be used there more severely to compel me to make him some Deed, which I thereupon do; these shall be said to be gotten by Duress, and therefore void, *Bro. Duress in toto*, 9 H.7. 25.

Fraudulent
Conveyance.

Also a Deed made containing the Grant of any thing, with intent and on purpose to deceive and defraud one that shall afterwards buy the same thing, is void by Statute Law, 27 *Eliz. cap. 4.* 39 *Eliz.* 18. *Co. Lit.* 3.

To deceive
Purchasers.

All fraudulent Conveyances of Land, or any Rent or Profit out of Land, made by whomsoever, with intent to deceive or defeat any that shall purchase the Land, or any Rent or Profit out of it, for Money or other good Consideration, shall be void against Purchasers for so much as they buy, and against all others that come in, by, or under them; but such as are made *bona fide*, and upon good Consideration, are not to be accounted fraudulent. See *Co. Lit.* 3. 3 *Co.* 82, 83. 5 *Co.* 60. 6 *Co.* 72.

To deceive
Creditors.

So a Deed made with intent and purpose to deceive and defeat Creditors of their just Debts and Duties, is void also as against such persons, *Stat.* 3 H.7. 4. 2 R. 2. 3. 13 *El.* 5. 2 *Co.* 25. 3 *Co.* 82. 5 *Co.* 60. *Dyer.* 295. 10 *Co.* 56, 57.

Deed upon
Usury.

So a Deed made upon, or in pursuit and execution of an Usurious Contract, that is, more Interest than 6 l. per Cent. by the year, is void, *Stat.* 12 Car. 2. 13. 21 *Jac.* 17. Enacted not above 8 l. 13 *Eliz.* 8. & 37 H. 8. Enacted not above 10 l. per Cent. 5 *Co.* 69, 70.

And

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And yet it is a Rule, That if the Original Contract be not Usurious, no matter *ex post facto* can make it so.

A Deed also that was good in the Creation, may be marr'd by razure, interlining, addition, &c. drawing a Line through the words, (tho' they be still legible) or by writing new Letters upon the old in any material place of it, as in the parties Names, or in the Thing granted, or in the Limitation of the Estate.

Deed spoiled
by Razure, &c.

A Razure, &c. seems to be most suspicious when it is in a Deed Poll, and there is but one part of the Deed, and when the Razure or other alteration is in any material part of the Deed, and when the alteration makes to the advantage of him that does owe the Deed, and to the disadvantage of the other that made it; and when there doth appear some other thing to have been written before; and when there is no other part of the Deed, Recital, Defeazance, or other Matter to which this may be compared, and that may make it appear to be before the delivery; and when there be other parts of the Deed, or other Matters, which being compared do not agree in that part wherein the alteration is; and when the Deed hath been in the Smoak, or such like means hath been used to hide the Alteration. These Matters anciently were used to be tryed by the Judges upon view of the Deed; but now it is to be tryed by the Jury, whether the Razure, or other Alteration were made after the delivery of the Deed, or not.

Razure, when
most suspicious.

How to be
tryed.

Also

Alteration by
the Party
bound.

Also its said, That if the Alteration be made by the party himself that is bound by the Deed, in any material or immaterial part thereof; or if a Stranger without the privity or consent of the Owner of the Deed, shall make such Alteration in any part of the Deed not material, thereby the Deed is not hurt.

By the other
Party.

But if the Alteration be made by the party himself that oweth the Deed; albeit it be in a place not material, and tho' it tend to the advantage of the other party, and his own disadvantage, yet the Deed is thereby become void, *Co. Lit. 225. Perk. Sect. 123, &c. 5 Co. 119. 11 Co. 27. Dyer 59, 261. Kelw. 162. Bro. fan 6, 9.*

As to the breaking or defacing the Seal it is to be observed;

Seal broken,
&c.

That if the Seal be broken off, or utterly defaced, so that no sign or print thereof can be seen; or if it appeareth to have been broken off, and glued together again, or the Wax new heat and set on again, or the Label of the Deed hath been broken off from the Deed, and is sewed on again, or the Deed is new sealed with other Wax, by what means soever the same be, or by whomsoever, unless it be by him, and his means that is bound by the Deed; In these Cases the Deed is become void. So it is if the Deed be cancelled upon the party's delivering it up for that purpose; or if a Third person do it by Agreement of the parties.

But if any piece of the Seal remain fixed to the Deed with any print or impression upon it, in this case its said the Deed will continue

continue good, *Perk. Sect. 135, 136. Dyer 59, 112. 5 Co. 23. 11 Co. 28. Bro. Obl. 83.*

And if after the Seal of a Deed is broken Deed revived, off, the party that sealed it doth seal and deliver it anew, the Deed is thereby become good again.

Also its said, That when a man by his Acceptance Agreement hath once accepted and made a and Refusal, Deed good, he cannot afterwards by his Disagreement make it void; and when once by refusal and disagreement he hath made the Deed void, he cannot by agreement or acceptance afterwards make it good, *Dy. 167 3 Co. 26. 5 Co. 119.*

And where a man is sued upon a Deed or Writing, if when the same is brought into Court it appears to want Writing, Sealing or Delivery; or if it be not sealed, written and delivered as it ought to be, he may take advantage and plead *Non est factum*, that it is not his Deed. *Non est factum*; when to be pleaded.

So he may also, when upon alteration or rasure the Deed is become void.

So also where the Deed hath lost its virtue, by the not reading or mis-reading it to an illiterate man; or by refusal or disagreement, as before is observed.

But in all Cases where the Deed is only voidable at the time of the Pleading; as when it is sealed by an Infant, or *per Duresi*, or where the Obligation, &c. is joynr, and but one of the parties sued; in such like the party must avoid it by Special Pleading, and pray Judgment if the Plaintiff ought to have his Action. *Special Pleading.*

D

And

Deed, when to
be brought
into Court, &c.

And so it is when a Deed is made void by any special Act of Parliament.

Also it is said, That when a Deed is shewed in Court, it must remain there all that Term in the custody of the *Custos Brevium*. And when he that is party or privy in Estate or Interest, or one who Justifies in the right of him that is such party or privy, doth plead a Deed in any Court, altho' he claim but parcel of the Original Estate, yet he must shew the Original Deed to the Court to approve it self: And the adverse party may take any advantage by it that it will afford him, whether it be upon a Condition, Limitation or Revocation, &c.

Advantage.

Stranger.

But Strangers to an Estate, that are neither parties or privies, are not compellable to shew a Deed, tho' they make use of it.

If the Deed be denied, then it is to be kept in Court until it be determined.

Possession.

But if at the end of the Term the Deed be not denied, then the Law doth judge the possession of the Deed in him to whom it doth belong, *Co. Lit.* 225, 231, 267, 317. 10 *Co.* 92.

Deed vacated
by Sentence
of Court.

And lastly, A Deed may be damned or avoided by Sentence and Order of a Court; and this is called a *Vacat* of a Deed, and this is done in the Court of *Chancery*, when it appeareth that the Deed was obtained by some fraud, force, circumvention; or when it doth appear to be forged, and the like, *Bro. Faif* 38. *Crompt. Jur.* 29, 40.

C H A P. III.

*Shewing the Forms and orderly Parts,
which ought to be observed in Deeds, or
Written Instruments.*

First, as to the Forms.

Deeds or written Instruments are either Indented or Poll. Indented Deeds are such as are cut at the Top, one into the other, Beginning thus (*viz.*) **This Indenture**, &c. And they do consist of two parts, three parts, four parts, five parts, or of as many parts as shall be needful, and be termed Indentures *Bipartite*, *Tripartite*, *Quadrupartite*, *Quinquupartite*, &c. In which is expressed, That the Parties to the same Deed, have to every part thereof interchangeably set their several Hands and Seals, and are most usually made in the third Person; yet, may be made in the first Person.

Of indented
Deeds.

As thus:

To all Christian People, to whom this present Writing, (Charter or Letters) indented shall come. I A. B. of C, &c. send greeting: Know ye, That I the said A. B. have Given, Granted, and by this my present Writing (Charter or Letters) indented, confirmed unto C D. &c. twenty Acres of Land, &c. To have and to hold, &c. In Witness whereof, as well I the said A. B. as the said C. D. to these Indentures our Seals Interchangably have Set, Dated, &c.

In the first
Person.

Conclusion.

D 2

Or

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Or thus:

Aliter.

In Witness whereof, to one part of this present Indenture I have set my Hand and Seal, and to the other part of the said Indenture, the said C. D. hath set his Hand and Seal, Dated, &c.

Diversity of
Deeds in the
first Person.

And Note, That this Indenture of the first Person may be *Bipartite*, *Tripartite*, *Quadrupartite*, *Quinquupartite*, &c. as in a Gift in General Tail, with Remainders over, *viz.* In Witness whereof to two parts (or more, as the Remainders are limited) of this my present Charter *Tripartite* indented, remaining with the said C. D. and E. F. &c. I have set my Hand and Seal, and to the third part of the said Charter remaining with me, the said C. D. and E. F. their Hands and Seals have put, &c.

Of 2 parts.

Note, Such Remainders are to Lives in *Esse*.

This Indenture made the first day of *May*, &c. between A. B. of the Parish of, &c. of the one part; and C. D. of the Parish of, &c. of the other part. Witnesseth, &c.

3 Parts.

This Indenture Tripartite made the second day of *May*, &c. between A. B. of, &c. of the first part, C. D. of, &c. of the second part; and E. F. and G. H. of, &c. of the third part; Witnesseth, &c.

4 Parts.

This Indenture Quadrupartite made, &c. between A. B. of, &c. and C. D. his Wife of the first part, D. E. of, &c. of the second part F. G. of, &c. of the third part, and H. I. of, &c. of the fourth part; Witnesseth, &c.

And so of the rest.

And

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37

And Note, That each part of such Indentures is of as much force and effect alone, and as beneficial to either of the said parties, as both parts thereof together, *West. Symb.*

Lib. I. Sect. 46, 47.

Deeds Poll are Deeds only of one part, and cut even or plain at the top, Beginning thus Of Deeds P. II.

Viz.

Know all men by these Presents.

Or thus:

To all Christian People, (&c.) and may be made in the First person or Third.

Know all men by these Presents, That I A.B. of, &c. Gent. —

To all Christian People to whom these Presents shall come: A.B. of, (&c.) sendeth Greeting. Whereas, &c.

Be it known to all People, (&c.)

This present Writing witnesseth, &c. *cum multis aliis.* Any of which Forms may be in the First or Third person.

And each of these Deeds may consist of Grants or Discharges.

Grants which are Constitutive and creating what was not before; as the first Grant of a Way, of a Rent, or of an Estate in Tail, for Life or for Years, with Warranty or without, and are either Absolute or Conditional; or Conveying, whereby Estates already or formerly made, are conveyed to others. Grants

Of Discharges, which are either Remissory or Liberatory, releasing or discharging something in being; as Releases, Deforcances, Acquittances, &c. Discharges

D 3

And

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And most of such Deeds and Instruments by which Lands pass, as afore described, have formal and orderly Parts: *Viz.*

Of the formal
and orderly
Parts of a
Deed.

- | | | |
|---|------------------|----|
| { | Premisses | 1. |
| | <i>Habendum</i> | 2. |
| | <i>Reddendum</i> | 3. |
| | Warranty | 4. |
| | Covenants | 5. |
| | Conditions | 6. |
| | Conclusions | 7. |

The Premisses,
what it may
contain.

First, The Premisses unto the *Habendum*, wherein is included,

1. } Grantor, Feoffor, Lessor, &c.
2. } Grantee, Feoffee, Lessee, &c.
3. } Consideration.
4. } Thing granted.

Apt Names.

By apt and proper Names and Descriptions, which are certain in themselves, or which by Reference may be reduced to a Certainty.

Exceptions.

5. Exceptions, by these or the like words, *Excepted, Excepting, Besides, Saving, Save only, &c.* which must be first, of some Particular out of a General; Secondly, part of what is granted, and not all; Thirdly, that which may be severed from the Thing granted, and not an inseparable Incident thereunto.

Recital.

6. A Recital of something antecedent.

Nota, In many Deeds in the Premisses, there may be no occasion of Exception or Recital; some may require either, and some both, as in the making of a new Lease, reciting the surrender of a former Lease; and excepting the Bodies of Oak Trees, or a Room out of a House, or of Woods, &c. as the Case requires.

Nota,

Nota, Exceptions of part, ought always to be of such things which the Grantor had in possession at the time of the Grant, *Noy* p. 69.

West. Symb. Lib. 1. Sect. 48. The Premisses *Aliter.* (saith he) is commonly all that precedeth the *Habendum* or Limitation of the Estate; wherein are to be considered, first the Person contracting, next the Thing, Matter or Fact, whereof the Contract is to be made, and then the Words with which the said Contract is to be described; for the Persons are the very efficient, as the Considerations are the motive Causes, for which, and by whose Consent the Instruments are agreed upon and made.

Noy's Max. p. 133. saith, In the Premisses *Aliter.* are first the direct nomination, as well of the Feoffor as of the Feoffee, together with their places of residence, habitation or dwelling, and their Qualities, Estates and Conditions. Secondly, The certain expressment and setting down of the Lands conveyed.

As to the Considerations of Deeds, which come in the Premisses, it is to be known. *Of the Consideration of Deeds.*

That a Deed of Feoffment, Gift, Grant, Lease, Release, Confirmation, Surrender or Exchange may be good, tho' there be no Consideration set down.

But a Deed of Bargain and Sale, and a Deed of Covenants to raise Uses must have a Consideration in it.

And where a Consideration is necessary, it is either of Blood or the like, or it is of Money or Moneys worth, as of Catrel, Land, Corn, or any other valuable thing.

• The Art of Condepancing.

Also such Considerations as are here-under mentioned, are usual and valuable Considerations.

1. As for Money paid, or secured to be paid.
2. For Natural Love and Preferment of Children.
3. For Settlement in the Stock and Blood.
4. For assuring Lands in Joynture, before or after Marriage.
5. Towards performance of former Covenants.
6. To secure the Feoffee from Bonds.
7. For payments of Debts, and the like.

After this manner:

In Consideration of Money paid.

This Indenture (&c.) Witnesseth, That the said R.G. for and in Consideration of the Sum of 1000 *l.* of good and lawful Money of *England*, to him in hand paid by the said H. Y. before the ensealing and delivery hereof; the Receipt whereof he the said R. G. doth hereby acknowledge, and thereof and of every part and parcel thereof, doth acquit and discharge the said H. Y. his Heirs, Executors and Administrators by these Presents.

And if there is more Money secured to be paid at some time afterwards, then add,

Secured to be paid.

And also for and in Consideration of the further Sum of 1000 *l.* more of like lawful Money of *England*, secured by the said H. Y. to be paid unto the said R. G. his Executors and Administrators, in manner following; that is to say, the Sum of 400 *l.* part thereof on the First day of *December* next ensuing the date hereof, the Sum of 200 *l.* more thereof on the First day of *March* then next and

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and immediately following, and the Sum of 400 l. residue thereof, on the second day of June, which will be in the Year of our Lord 1696. Hath granted, &c.

Witnesseth, That the said R. G. Sen. in Consideration of the Natural love and affection which he beareth unto R. G. Jun. his eldest Son, and for his advancement and present Maintenance. And to the end the Daughters of the said R. G. Sen. may have convenient Portions, to maintain and prefer them in Marriage; and for the establishment of the Lands, Tenements and Hereditaments hereafter in these Presents mentioned to such uses, intents and purposes, as are also herein after limited and appointed, and for divers other good Causes and Considerations him the said R. G. Sen. thereunto moving, &c.

In Consideration of Natural love and affection.

In Consideration of the great Love and Natural Affection which he the said R. G. Sen. beareth unto R. G. Jun. his Son and Heir apparent; and to the intent and purpose, that the Manors (&c.) hereafter mentioned, shall and may continue in the Stock, Blood and Kindred of him the said R. G. Sen. &c.

For Settlement in Stock and Blood.

Or thus:

— As well for the Advancement and Preferment of the heirs Male of the Body of the said R. G. lawfully to be begotten; and for the better advancement and preferment of J. G. H. G. L. G. &c. Brothers of him the said R. G. and to the end the Manors, Lands, Tenements and Hereditaments hereafter mentioned, may continue in the Name, Blood and Kindred of the said R. G. so long as it shall please the Almighty Creator and Preserver

Aliter.

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Preserver of Mankind; as also for other good Causes and Considerations, &c.

Settlement on
Collateral
Heirs, in defect
of Issue.

Witnesseth, That forasmuch as the said J. S. and A. S. his Wife have been married divers years, and have not any Issue of their Bodies now living; and to the end therefore that (in case the said J. S. should dye without Issue of his Body lawfully begotten) the Manors, Lands, Tenements, &c. herein after mentioned, shall and may continue in the Name, Blood and Kindred, (&c.) And for and in Consideration of the Natural love which he the said J. S. beareth unto R. S. F. S. M. S. E. S. &c. [naming the Kindred.] And for divers other good Causes and Considerations (&c.)

In Consideration of Barring an Estate Tail, and to make an Assurance, &c.

Whereas the said J. S. at the enfealing and delivery of these Presents, is and standeth seised of an Estate Tail, to him and the Heirs Males of his Body, with divers Remainders over, of and in all those Messuages, Lands (&c.) hereafter in these Presents mentioned. Now this Indenture witnesseth, That for and in Consideration of the Barring of the said Estate Tail, and of all the Remainders depending thereupon; and for the settling of of an absolute Estate of Inheritance in Fee-simple in the said J. S. whereby he may be enabled to make a good and perfect Assurance to such person or persons, and their Heirs, as have agreed or hereafter shall agree with him the said J. S. to purchase the said Messuages, Lands (&c.) Covenants to suffer a Recovery, &c.

That

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That for the setting of the Manors, Lands, Tenements, Hereditaments hereafter in these presents mentioned, to such use and uses, and in such manner and form as hereafter in these presents are limited and declared, and for the enabling the said J. S. to make and grant Leases and Estates of, and in the said Manors, (&c.) in such manner and Form, and according to the Power and Authority to him hereafter, in and by these presents reserved, and for divers other good Causes, (&c.)

In Consideration of setting the Manors, &c. and to make Leases.

Whereas there is a Marriage by the grace of God, shortly to be had and solemnized between the said R. S. Son and Heir apparent of the said J. S. and E. W. Daughter of the said G. W. Now this Indenture witnesseth, That the said J. S. in consideration of the said Marriage, and of the Sum of 1000*l.* of good and lawful Money of *England* to him in hand paid, as the Marriage Portion of the said E. W. by the said G. W. her Father; and for the natural love and affection which the said J. S. beareth unto the said R. S. and to the end intent and purpose, that a competent Joynture may be had and made unto the said E. W. for her better Maintenance, Livelyhood and advancement in case she shall happen to Survive and out-live the said R. S. and in full recompence and satisfaction of all the Dower which the said E. W. by, or after the Death of the said R. S. should, or ought to have in any the Lands, Tenements, or Hereditaments whereof the said R. S. shall during the Coverture, between him and the said E. W. be seised of any Estate of Inheritance;

In consideration of a Marriage, and Marriage Portion.

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tance; And for the advancement of the Name and Blood of the said R. S. and for, and towards a Provision of Maintenance to and for the said R. S. and E. W. during their natural Lives, and for divers other good Causes, &c.

In Consideration
of a Marriage and former
Agreements.

Witnesseth, That in consideration of a Marriage heretofore had and solemnized between the said A. B. and E. B. his now Wife, and of the good will and affection which the said A. B. beareth unto the said E. B. his Wife, and for the true performance of such Promises and Agreements, had and made by the said A. B. upon the Marriage between the said A. B. and the said E. B. and for a competent and convenient Joynture, (&c.) and to the end, intent and purpose, that the Lands, Tenements and Hereditaments of the said A. B. hereafter mentioned, may come and continue to, and in the Issue of the said A. B. and in such sort manner and form, &c.

In performance
of former Covenants.

That as well for, and in consideration of the fulfilling and performing certain Covenants and Agreements, specified and declared in certain Indentures had and made between the said A. B. by the name of, &c. of the one part, and the said J. S. by the name of, &c. of the other part, bearing Date the first day of May now last past, as also for divers other good Causes, &c.

In Consideration
of the Feeffee
is bound for the
Feeffor.

Whereas the said J. S. at the proper instance, of the said A. B. hath become and standeth bound together with the said A. B. and for the only proper Debt of the said A. B. unto R. G. of, (&c.) in one Bond or Writing Obligatory bearing Date, &c. of the penalty of,

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of, (&c.) conditioned for the payment of, &c. (reciting the several Bonds, Sums and times of payment, &c.) Now this Indenture witnesseth, That for and in Consideration of the Premises, and to the end, intent and purpose, that the said J. S. his Heirs, Executors and Administrators, their Estates, Lands, Goods and Chattels shall, and may be from time to time for ever hereafter defended, saved harmless, and kept indemnified of, and from, and against the aforesaid R.G. (&c.) for and concerning the said several Bonds or Writings Obligatory, and the Sums of Money therein mentioned, and of, and from every part and parcel thereof, and every payment and penalty therein contained, and for divers other good Causes, &c. hath bargained, sold, enfeoffed, &c. — *Proviso*, That if he discharge the Feoffee, then the Deed, &c. to be void, If not, then to be to the use of the Feoffee and his Heirs, &c.

Whereas the said J. S. is now lawfully seized in his Demesne as of Fee, of, and in all that (&c.) with the Appurtenances, situate, lying and being, (&c.) of the yearly value of, (&c.) And whereas the said J. S. is indebted, and doth owe unto divers persons several Sums of Money, amounting in the whole to the Sum of 600 l. of like lawful Money of *England*, being particularly mentioned in a Schedul hereunto annexed, which Sums the said J. S. is not at present able to pay; and yet being well minded, and intending to make payment thereof with all convenient speed, in consideration thereof, and forasmuch as the said A. B. hath undertaken

In Consideration of payment of Debts.

out

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out of the Rents, Issues and Profits of the said Messuages (&c.) to pay and satisfie the Debts owing by the said J. S. rateably to his Creditors according to their several Debts, as the same shall be yearly raised out of the said yearly Rents, Issues and Profits: Now this Indenture witnesseth, &c.

No Consideration, or use declared.

In these things it is further to be observed, That if one make a Deed of Feoffment, Bargain and Sale, Gift or Grant of Lands, without any Consideration at all, and it is not agreed, or declared to what use, or intent it shall be; then it shall be to the use of him that makes the Deed, and the other party will have no benefit by it.

Lessee.

So if a Lessee for years, Assign away his Term without Consideration, it shall be to the use of the Assignor.

Rent reserved.

But if any Consideration of Money, or other thing be paid or given for it, or if any Rent be reserved upon the Deed, this is a Consideration in Law.

Tenure reserved.

And so where any Tenure is reserved there the use will arise, therefore Gifts in Tail, and Leases for Lives and Years are good to all purposes, especially if any Rent be reserved upon them, altho' they be made without any Consideration.

No Consideration and yet good.

So also are Exchanges, Confirmations, Surrenders and Releases; so are all Deeds of Gift and Grant for Goods or Cattel.

Use expressed.

Also in Deed of Land, if there be uses expressed, as To have and to hold to the said R. G. and his Heirs; To the use of him the said R. G. and his Heirs, there he shall have the use also, altho' no Consideration be given for it;

Yet

Yet it is safest to express some Consideration, and tho' it be but small and really paid it will be effectual in Law; and where there is a good Consideration given, it is also best to express it in the Deed. Caution.

Recitals are mostly used in the Premises, upon Assignments of Leases and Mortgages. Recital.
And it is to be further observed, That when a Man is to take a new Estate from the King, of a thing whereof there is any Estate in being; there the former Estate if it be good and of Record, must be rehearsed and recited in the Deed, or else the second Grant will not be good. In the Kings Grant.

But in case of a common Person, there needs no such recital; neither when a Man is to derive an Estate out of a former, or assign over a Term of years, is it needful there should be any recital of the former Estate in being, 1 Co. 45. Dyer 77. Common persons Grant.

If the Sheriff in a Sale of a Term upon Elegit misrecites the Date, the Sale is void, and he must recite what years are behind, because the Conusor is to have what is left after Execution satisfied, 4 Co. 74. Misrecital by Sheriff.

Vide postea at the end of this Chapter.

As to the apt names and descriptions that are to be contained in the Premises, it is to be known,

That any thing may be granted, by the name whereby it is, and hath usually been called of latter times, within 9 or 10 years, altho' it be not its proper first and true name. How things may be named.

It is proper to set the more worthy things before the less worthy, as a Manor before a Messuage, Messuage before Land, Arable How placed.

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Arable Land before Meadow, and Meadow before Pasture, &c.

Certainty.

1. A Messuage. 2. A Toft. 3. A Mill. 4. Barns and Out-buildings. 5. Gardens. 6. Orchards. 7. Arable Land. 8. Meadow. 9. Pasture. 10. Wood. 11. Furzes and Heath. 12. Commons and Rents, tho' these are not necessarily required; but it is safe, that things be carefully set down and certainly described, by the quality and scituation thereof, and by any thing else that may ascertain it.

A Manor.

All that the Manor of A. with the Appurtenances in the said County of B. now, or late in the Tenure or Occupation of the said C. D. and all and singular Messuages, Granges, Mills, Tofts, Cottages, Curtilages, Dovehouses, Barns, Buildings, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Parks, Commons, Woods, Underwoods, Rents, Reversions, Services, and all manner of Tithes of what kind, or nature soever they be; and also all Fee-farms, Waters, Fishings, Furzes, Heaths, Moors, Marshes, Ways, Wafts or void Grounds, Escheats, Reliefs, Heriots, Courts, Profits of Courts, Courts Leet, and Views of Frank-pledge, and all that to the same Courts and Views of Frank-pledge, doth appertain, Goods and Chattels, waved and strayed, Goods and Chattels of Felons, Fugitive and Outlawed Persons, Fines, Amercements, Liberties, Priviledges, and all other Profits, Commodities and Advantages in A. aforesaid, and elsewhere within the said County of B. to the said Manor belonging, or in any wise appertaining, or accepted, reputed or taken as part, parcel or member of

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of the same Manor, in as large and ample manner as the said C. D. hath the same.

All that capital Messuage, or Manor ^{A Manor} House in F. in the County of H. wherein A. ^{House.}

B. now dwelleth, and all the Houses, Buildings, Courts, Outlets, Gardens and Orchards thereunto belonging or appertaining, and all the Lands, Meadows, Pastures, Woods and Grounds belonging or appertaining unto the same, which are hereafter particularly mentioned, that is to say, one Close of Meadow, &c. See more of Land below.

All that Messuage, or Tenement with the ^{A Messuage,} Appurtenances, situate, lying and being in ^{or Tenement;} A. in the Parish of B. in the County of C. now, or late in the Occupation of D. E. his Assign or Assigns, Undertenant or Undertenants, and all that other Messuage, or Tenement with the Appurtenances (&c.)

And Note, It may not be amiss, but safe to add such general Words as follow, for its better to have too many than too few; especially such of them as may comprehend the Premises.

And all Houses, Edifices, Buildings, Barns, ^{General words} Stables, Gardens, Orchards, Lands, Curtilages, Yards, Meadows, Pastures, Feedings, ^{to be added in} Ground, Common of Pasture, Inclosures, ^{Deeds.} Wafts, Waft Grounds, Woods, Underwoods, Trees, Hedges, Hedgroves, Tithes, Oblations, Obventions, Ways, Waters, Watercourses, Folds, Easements, Profits and Advantages whatsoever to the said Messuages, or Tenements and Premises, or any of them belonging, or to, or with the same held, used, occupied or enjoyed, or accepted, reputed,
E taken,

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taken, known, demised or letten, as part, parcel or member thereof.

Reversion and
Reversions, &c.

And the Reversion and Reversions, Remainder and Remainders, of all and singular the Premises with the Appurtenances.

Note, By the Grant of any House, Land, or like thing in Possession, the Reversion thereof, and the Rent reserved upon any Estate thereof made will pass.

Rents

And all Rents, Reservations yearly, and other Profits whatsoever reserved, due or payable, or which may happen upon, or by vertue of any Demise or Grant heretofore made of the Premises, or any part thereof.

And when the Party is to part with all his Estate.

All the Estate,
&c.

And all the Estate, Right, Title, Use, Possession, Claim and Demand whatsoever of him the said F. G. of, in, and to the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, or of, in, or unto every, or any part thereof.

And when the Purchaser is to have all the Deeds, some add,

Deeds.

—And all Deeds, Evidences and Writings, touching and concerning the said Premises only, or only any part thereof.

A Cottage.

All that Cottage or Tenement in B. aforesaid, wherein one R. G. doth now dwell, and the Garden and Orchard thereunto adjoining and belonging.

And some recite in the Deed, how the Lands came from Man to Man; thus *viz.*

All

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All which Premises were heretofore in the Possession of one J. S. and by him conveyed to W. B. and his Heirs, by whom the same were afterwards conveyed to the said R. D. and his Heirs, &c. — And this is put down to the end, that by this means the Party may be able to make his Title to it, if he have occasion; but such recitals as these ought to be truly and rightly done, otherwise it may do more hurt than good.

Title derived.

Caution.

All those two Water Grift, or Corn Mills with the Appurtenances, set, lying and being, &c. now in the Occupation of, &c. and all the Waters, Water-courses, Ponds, Flood-gates, Weirs, Fishings, Profits, Commodities and Advantages thereunto belonging and appertaining, &c.

Mills.

All that one piece of Arable Land containing by estimation 20 Ridges and about one Acre, be the same more or less, called by the name of (&c.) lying in a Field called (&c.) within the said Parish of B. between the Arable Lands of (&c.) East and West, &c.

Arable Lands

All that Close, piece or parcel of Meadow Ground containing by estimation 12 Acres or thereabouts, set, lying and being in C. in the County of D. commonly called by the name of, &c.

Meadow ground.

Or lying in a Common Mead called, &c. in C. in the County of D. between the pieces of Meadow ground of J. S. and W. B. North and South.

All those several parcel of Woods and Coppice, and the several and respective Soil there, and the Woodland hereafter mentioned and expressed, with their and every of their

Wood ground.

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Appurtenances, lying and being in C. in the said Countrey of D. or some other place or part thereof, that is to say, one parcel of Wood commonly called by the name of, &c. and containing by estimation, &c.

Mines.

And all the Mines and Quarries of Iron, Brass, Tin, Coal, Lead and Stone, in and upon the said Premises.

Warren.

All that Warren called G. Hearth Warren in S. aforesaid, in the County of L. bounded as hereafter is expressed, viz. between (&c.) and the liberty of feeding, keeping and killing of Conies of, and within the said Warren or Ground, &c.

And so of the like, of which you may find many Examples among the Presidents following.

Exceptions.

As to the Words of Exception, they are usually and properly in this part of the Deed called the Premises after this manner.

Out of the
Grant of a Ma-
por.

Saving and excepted to the said J. S. his Heirs and Assigns for ever, out of this present Feoffment or Grant, all that Messuage or Tenement with the Appurtenances lying in B. aforesaid, wherein one R. G. now dwelleth, and all the Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Commons and Hereditaments to the said Messuages belonging, or any wise appertaining, or usually-occupied or enjoyed therewith, or reputed, esteemed, deemed or taken as part or parcel thereof, or as belonging thereunto, and all the Rents and Services issuing, due or payable out of, for, or in respect of the same, or as incident thereunto, or attendant thereupon, all which are now parcel

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parcel of the said Manor of B. And all and singular the boundaries and works of the Tenants and Farmers there, for the carriage of Corn, always foreprised, excepted and reserved unto the said J. S. his Heirs and Assigns.

Saving, excepting and reserving unto the said J. S. and his Heirs for ever, out of this present Grant, Bargain and Sale; all those 3 Rooms, parcel of the said Messuage commonly called (&c.) with free ingress, egress and regress into, out of, and from the same.

Exception of Rooms out of a Grant.

And all that one Close of Meadow commonly called by the name of, &c. containing by estimation about six Acres or thereabouts, being parcel of the Meadows appertaining to the last mentioned Messuage: And all and singular the boundaries, &c. *ut ante*.

Of a Close of Meadow, &c.

Except, and always reserved out of this present Demise or Lease, all Woods, Underwoods, Trees, Groves and Coppices now standing, growing and being, or hereafter, during the Term hereby demised to stand, grow, and be in or upon the afore demised Premises, and the Soil and Ground thereof, or thereto belonging, together with free ingress, egress and regress, way and passage unto, and for the said J. S. his Heirs and Assigns, with Horses, Carts and Carriages, Wains and Ploughs, and other their Drafts to, from, in and out of the same; and for Cutting, Felling and Carrying away the same at seasonable times.

Exception of Woods and Trees, out of a Lease.

With power of Felling, &c.

E 3

Except

Other excep-
tions of Trees.

Except also, and always reserved unto the said J.S. and his Heirs for ever, all the Trees now growing, and being upon or within the the said Close called, &c.

Aliter of
Trees.

Except also, and always reserved unto the said J. S. and his Heirs, all the Trees now growing and being, or hereafter to be growing and being, in, upon or within the said first mentioned Close called (&c.) or any part thereof, and also free liberty, ingress, egress and regress, way and passage, at all times convenient into, and out of the said Close for the Cutting, Selling, Felling and taking away of the same Trees, or any of them.

With power of
Felling, &c.

Of the Habendum.

Secondly, The *Habendum* or Consequence of Deeds; whose office is to set down,

1. Grantee,
2. Certainty of the Thing, Estate and Life granted, and to what Use.

West's Symb. Lib. I. Sect. 52. saith, The later part of Instruments and Consequence thereof, is all that necessarily followeth the Premises, and that is the *Habendum*.

In which is limited and expressed what Estate and Property the Party passive shall have; as Fee, Tail (&c.) and that is twofold, namely the Limitation of the Estate, and of the use, reciting withal the thing granted, by some sufficient general name, as *Habendum* and *Tenendum* the said (*Manor*), *Messuage* or *Tenement* aforesaid, with the Appurtenances (as the case requireth, and as it is granted in the Premises) unto the said J. S. his Heirs and Assigns for ever: To the use of the said J. S. his Heirs and Assigns for ever.

Noy

Noy 150. saith, The Office of the *Habendum*, is to name again the Feoffee, and to limit the certainty of the Estate; and it may, and doth sometime qualifie the general Implication of the Estate, which by construction and intendment of Law passeth in the Premises; and the Premises may * But if any thing more be put down in the Premises than is in the Grant, it will not pass.

The *Habendum* must not be repugnant to the Premises, if it be, it is void, and the Deed will take effect by the Premises, *ibid.* That is, the precedent Estate given by the Premises shall stand, and the Estate by the *Habendum* shall be void; as where a Feoffment is made to one and his Heirs by the Premises of the Deed, *Habendum* to him and his Heirs during the Life of J. S. or if the Feoffment be made to one and his Heirs by the Premises of the Deed, *Habendum* to the Lessee for the Term of his Life: Now these words of Limitation during the Life of J. S. or during the Lessee's Life, as aforesaid are void words, because the *Habendum* is repugnant to the Premises, Landlord and Tenant, pag. 139.

The *Habendum* sometimes doth qualifie Its qualification and controul the general Implication, &c.

As for Example; A Lease to two, *Habendum* to one for Life, the Remainder to the other for Life; this Limitation doth alter the general Implication of the Joynt-tenancy, which would have been without the *Habendum*, and the *Habendum* is not contrary to the Premises, for in the Premises no certain

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Estate is passed. See *Buckley's Case*, in the Second Book of Sir *Edwards Coke's Reports*.

It is commonly worded after the manner following, *viz.*

Of a new
Lease for years.

To have and to hold the said Messuage or Tenement, and all and singular the Premises unto the said J. S. his Executors, Administrators and Assigns, from the Five and twentieth day of *March* last past, before the Date hereof [or next ensuing the Date hereof, as the case requires] for and during, and unto the full end and Term of Eleven years, from thenceforth next ensuing, and fully to be compleat and ended.

Of the residue
of a Lease in
being.

To have and to hold, &c. unto the said J. S. his Executors, Administrators and Assigns, from the Four and twentieth day of *June*, which was in the year of our Lord 1694, unto the end of Fifteen years from thence next following, &c.

Or rather thus,
by way of re-
cital and As-
signment.

After the recital of the first Lease; then — To have and to hold, &c. unto the said J. S. his Executors, Administrators and Assigns, from henceforth, for by, and during all the residue of the said Term of Fifteen years, yet to come and unexpired.

Lease granted
over by way
of Trust.

To have and to hold, to the said A. B. his Executors, &c. for, by, and during all the remainder of the said Term of Thirty one years before mentioned, yet to come and unexpired, upon Trust and Confidence, and to the uses, intents and purposes hereafter following; That is to say, To the use of, &c.

To

To have and to hold to the said J. S. for the Term of his Natural life.

For life of himself.

To the said J.S. for the Term of his Natural life, the Remainder over to R.S. for the Term of his Natural life, the Remainder over to R. G. for the Term of his Natural life.

The like with Remainders for life.

To the said J.S. and his Heirs, during the Natural life of A. B. or during the Natural lives of A.B. C.D. E.F. &c.

For the lives of others.

To have and to hold to the said A.B. and his Heirs, during the Natural life of the said J. S.

Of a life before in being.

Note, These words [his Heirs] prevents the Occupancy, as is before observed.

Occupancy prevented.

If it be for an Estate Tail, then thus :

To have and to hold, &c. to the said J. S. and the heirs Males of his Body.

Fee Tail, to his heirs Males general.

To the said J. S. and the heirs Females of his Body.

To his heirs Females general

To the said J. S. and the heirs Males of his Body begotten on the Body of M. his Wife.

To his heirs Males special.

To the said J. S. and the heirs Females of his Body begotten on the Body of M. his Wife; Remainder over to R.S. and his Heirs for ever.

To his heirs Females special with Remainder over.

To the said J.S. for his life, Remainder to M. his Wife for her life, the Remainder to the Heirs of the Body of T.B.

To a man and his Wife for life, Remainder in Tail general.

To the said J. S. and M. his Wife, and the Heirs, [or, and the heirs Males or heirs Females] of their two Bodies issuing.

To a man and his Wife in Tail general,

To the said J.S. and M. his Wife, and the Heirs of his Body on the Body of the said M. begotten, &c.

Or Special.

If

Fee-simple.

If it be of a Fee-simple to pass in Possession or Reversion, to the Tenant of the Land or to a Stranger, by way of Feoffment, Bargain and Sale, or Confirmation, Release, Exchange, Gift or Grant, then the *Habendum* generally runs thus:

To have and to hold the said Manor, Messuages and Premises [if any Exception then say, (Except before excepted)] unto the said J.S. and his Heirs for ever, to the only use and behoof of the said J.S. and his Heirs for ever.

Conveyance by way of Use.

Also all these Estates may be created by way of Use to Friends, after this manner:

To Friends.

To have and to hold to the said A.B. and C.D. their Heirs and Assigns for ever, to the Uses hereafter following; thus is to say,

Of a Lease for years.

To the use of the said J.S. his Executors Administrators and Assigns, for the Term of One and twenty years; and after the determination of the said Term, to the use of R.S. his eldest Son for life, and after his decease to the use of G.S. his youngest Son and his Heirs for ever.

Remainder for life.

Remainder in Fee-simple.

To himself for life; to his Wife for Joynture.

Remainder in Tail special.

Remainder to his right heirs in Fee-simple.

To the use of J.S. for his life, and after his decease to the use of M. S. his Wife for her Joynture; and after her decease, to the use of the heirs Males of the Body of the said J.S. on the Body of the said M. begotten or to be begotten; and for want of such issue, to the use of the right Heirs of the said J.S. for ever.

A Fee-simple.

To the use of the said J. S. and his Heirs for ever.

And the like may be observed in many of the Presidents following.

And

And what hath been afore said, may be sufficient to shew the Office of the *Habendum*.

To which also let us joyn the *Tenendum*, The *Tenendum*.

which before the Statute of *Quia emptores Terrarum*, 18 Ed. 1. was usually in Feoffments expressed from the Feoffors and their Heirs, and not of the Chief Lords of the Fee, &c. whereby there hapned divers Inconveniences to the Lords, as the losing of their Escheats and Forfeitures, &c. Whereupon it was

granted, provided and enacted, That every Fresman for the future might sell his Lands or Tenements, or part thereof, at his Will; so that the Feoffee should hold such Lands or Tenements of the Chief Lord of the Fee by the same Services and Customs, by which his Feoffor before held the same; which Statute was made for the advantage of Lords.

And at this day where the Fee-simple passeth, the *Tenendum* must be of the Chief Lords of the Fee, &c. for no man since the said Statute could ever convey Lands in Fee to hold of himself (except the King.) And Note, That where Lands, &c. are conveyed in Fee, tho' there be no *Tenendum* at all mention'd, yet the Feoffee shall hold the same in such manner as the Feoffor held before; *Quia fortis est Legis operatio*, the Statute so determines, Noy 151, 152.

Thirdly, The *Reddendum*, which reserves The *Reddendum* some new Thing to the Grantor, and is usually made

By the Words {
Yielding.
Paying.
Doing.
Reserving.
Finding, &c.

And

It is a Reservation, &c.

And reserves what was not before, or abridges the Tenure of what was before; and it is term'd an Adjunct proper to the Consequence of Instruments, and is the reservation of a Rent, Suit or Service, if any be reserved, *West. Symb. Lib. 1. Sect. 55.*

Rent reserved.

If a Rent be reserved, it must be out of a Messuage, and where a Distress may be taken, and not out of a Rent, *Noy 69.*

When to the Heirs.

And the Heir shall not have that which is reserved, if it be not reserved to him by Special Words, *Noy 70.*

Reservation in a Feoffment.

If a man makes a Feoffment of Lands, and reserves any part of the Profits thereof, as the Grass, or the Wood; that Reservation is void, because it is repugnant to the Feoffment, *ibid.*

The Form of a *Reddendum* is usually after this manner:

Upon a Fee-simple.

Yielding and paying therefore yearly, for ever hereafter,

Upon an Estate Tail.

Yielding and paying during the said Estate.

Upon a Lease for life or years.

Yielding and paying during the Estate hereby granted.

To him that hath Fee-simple.

Unto the said A. B. and his Heirs and Assigns.

To him that hath but a Lease for years in him.

Unto the said A. B. his Executors, Administrators and Assigns.

At Quarterly payments.

—The yearly Rent of 40 *l.* of lawful Money of England, on the four most usual Feasts or Terms in the year; (that is to say) the Feast-day of (&c.) by even and equal portions: The first payment thereof to be made on the Feast-day of, &c. next and immediately ensuing the Date hereof.

Or

Or thus :

—The yearly Rent of 40 *l.* of lawful Money of *England* by two equal payments; that is to say, on the Five and twentieth day of *March*, and the Nine and twentieth day of *September* in every year, &c.

Or to the like effect.

And if it be not said by Equal payments or portions, yet it shall be so taken.

Yielding and paying, &c. for the first year 5 *l.* for the first, of the said Term, Five pounds of, &c. and 10 *l.* for the for the residue of the year of the said Term rest.
Ten pounds of &c.

Note, The Reservations in Leases are often-times of divers kinds and at divers times.

Divers Reservations

As of Hens, Capons, Eggs, and the like.

Of Boon-days, as Plough-days, Harvest-days, &c.

Of Wheat, Barley, &c.

Suit of Court, or Penalry in default thereof.

Heriots of Beasts, or pecuniary, &c.

And also yielding and paying, &c. four Hens and four Capons, and a fat Lamb yearly, at the Feast of, &c.

Of Hens and Capons.

And yielding and delivering, &c. at the said Messuage or Tenement yearly, between the said 25th day of *March* and the 29th of *September*, ten Bushels of good sweet well cleansed and Merchantable Wheat Corn, for the part of the first years Rent or Farm of the said Term: And between the 25th of *March* and 29th of *September*, ten Quarters of good sweet well cleansed and Merchantable Barley Corn, at the place aforesaid, towards the second years Rent or Farm of the said Term.

Of Wheat and Barley.

And

Of Boon-days.

And yielding, &c. five Boon-days; that is to say, two Plough-days, one Hay-day, and two Harvest-days, in like manner, as the Copyholders in the Manor of *A.* in the said Parish of *B.* do and have used to do for their Boon-days.

Of Suit of Court.

And also yielding and doing Suit at the Court of the said *J. S.* to be holden for the Manor of *A.* in the County of *B.* twice every year, during the said Term, upon reasonable Summons, and in default of every such Suit to be hereafter made, yielding and paying for the first default 6 *d.* for the second 1 *s.* and for every default after the second default, 2 *s.* of, &c.

Penalty in default.

Of Heriots.

And also yielding and paying to the said *J. S.* &c. at and upon the Deceases of every the said *A. B. C. D.* and *E. F.* dying Tenant in possession of the Premises, his, her or their best Beast or other Goods, or the Sum of 3 *l.* of lawful Money of *England*, at the Election of the said *J. S.* his, &c. for and in the Name of an Heriot.

Of a Fine, &c.

And also yielding and paying to the said *J. S.* &c. at the Feast of, &c. which shall be in every third year of the said Term of 21 years, 3 *s.* for a Fine and Heriot.

A Reservation, to whom.

Note, That the Reservation must be to him that maketh the Deed, or to one of them at the least where there be two or more Grantors; for it cannot be made to one that is a Stranger to the Deed.

Out of what.

It must be out of Lands, Houses, or some such like Corporeal thing, and cannot be made upon Fairs, Tithes, or any such like Incorporeal thing, where a Distress may not be taken. *It*

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It must be reserved out of the thing granted, or some part thereof at the least.

And it must be of another thing than what is granted, viz. of a Rent or Profit issuing out of the thing granted, and not any part of the thing it self granted.

And yet any Estate in Fee, for life or years, may be good, without any reservation of Rent.

Estate good
without
Reservation.

Except it be in case of Leases made by Tenants in Tail of their entailed Land, Husbands of their Wives Land, and Churchmen of their Church Land, Stat. 32 H.8.28.

Exceptions

13 Eliz. 10.

Note, that it is further said, That a Reservation is always taken most in advantage of

How to be
taken.

the Feoffee, Grantee, Lessee, &c. [but yet so, as that the Rent be paid during the time;] so that if the Reservation be only to the Feoffor, Grantor, Lessor, &c. and leave out [his Heirs, Executors, &c.] this Reservation shall continue only for the life-time of the Grantor, &c. and shall determine with his death: And the same Law is, where the Reservation is in the Disjunctive, as [to the Feoffor, or his Heirs] it shall continue only for the Feoffors life.

Without the
words [Heirs,
&c.]

But if the Lessor or Feoffor be seised in Fee, and make a Lease (or Feoffment) reserving Rent to the Lessor (or Feoffor) or his Heirs or Executors [during the Term,] it is a good Reservation during the Term, because of those last Words, Co. Lit. 47. 5 Ca 111. 8 Co. 71. fo Co. 106.

During the
Term.

Yet

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Yet in such case if the Words [his Heirs, &c.] be left out, tho' the Words [during the Term] be added, it shall only continue during the life of the Grantor; and yet, if he was only possessed of a Term, and make an under Lease or Assignment, *Quære.*

Not named,
to whom
reserved.

If the Reservation be, Yielding and paying (so much Rent) without more words, it shall be taken for the whole time of the Estate, and go to him in Reversion accordingly.

During the
Term.

And if it be, Rending so much Rent (during the said Term) and doth not say to whom, it shall extend to him in Reversion, during the Term. *Vide Dyet 45. Plow. 171. 21 H.7.25. 27 H.8.19.*

Word [Yearly]
omitted.

If 20 l. be reserved during the said Term, omitting the word *Yearly*; yet it shall be taken to be yearly during the Term.

Middle of the
Year.

So if it be rendring 20 l. in every middle of the year; this shall be paid during the Term, 10 Co. 107.

Rent reserved
at a day past.

If the Lease be made in *June*, rendring Rent at *Lady-day* and *Michaelmas*; tho' *Lady-day* be first named, yet the first payment shall be at *Michaelmas*, next after the making of the Deed, 5 Co. 111. Co. Lit. 217.

Day taken
exclusive.

If it be to be paid at *Lady-day*, or within 20 days after, the 20th day shall be taken exclusive; but if it be said by the space of 20 days after, it shall be taken inclusive, 10 Co. 106.

Reservation by
Tenants in
Common.

If two Tenants in Common reserve 20 s. Rent upon a Lease, it shall be but one 20 s. and not two 20 s. and so of the like, 10 Co. 106. *Plow. 171, 289.*

And

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And if Joyntenants reserve Rent upon a Lease to one of them, it shall go to them both: But if Tenant for Life, or he in Reversion, joyn in a Lease for Life or Gift in Tail by Deed, reserving a Rent, it shall enure to the Tenant for Life only during his life, and after to him in Reversion, *Co. Lit.* 214.

By Joyntenants
&c.

Fourthly, Warranty, *Warrantizo*; it is a Verb used in Law, and (as *Littleton* saith) maketh the Warranty, and is the cause of Warranty, and no other word in the Law. But it may be understood only of an expresse Warranty in Deed, and of a Warranty annexed to Lands; for there are other words which will extend and enure sufficiently to warrant Chattels, &c. and which will imply a Warranty in Law (as *Dedi, &c. Excambium, &c.*) *Glawvill, lib. 3. c. 1. vel in Excambium, or Excambium datione. Lit. 102, 384.* in his Chapter of *Parceners*, teacheth, That Partition implieth Warranty in Law. The Feoffor by the words of *Dedi & concessi* shall be bound to Warranty during his own life, *Noy 84.*

what.
Lit. 712.

There are Three manner of Warranties, *viz.* Warranty Lineal, Warranty Collateral, and Warranty which commences by Disfeisin. *Vide Littleton Chap. Warranty.*

Three sorts of
Warranty.

The First is, When one by Deed bindeth both himself and his Heirs to warranty, after his Death this Warranty descendeth to, and upon his Heir.

Warranty
Lineal.

The Second is in a Transverse or overthwart Line, so that the party upon whom the Warranty dependeth, cannot convey the

Warranty
Collateral.

F

Title

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Title which he hath in the Land from him that was the maker of the Warranty.

Warranty by
Disseisin.

The Third and last is, where a man unlawfully entreth upon the Freehold of another, thereof disseizing him, and conveyeth it with a Warranty, *Noy* p. 83.

How the first
barreth.

Lineal Warranty barreth him that claimeth in Fee, and also Fee-tail, with Assets in Fee, *ibid.*

How the second
barreth.

Collateral Warranty is a Bar to both, except in some Cases that be remedied by Statute, as Warranty by the Tenant by the Courtlesie; except he hath enough by descent by the same Tenant, *Ibid. Stat. Glouc.* 36 E. 1.

The Third.

Warranty by Disseisin barreth not at all.

How it
descendeth.

Warranty descendeth always to the Heir at the Common Law, *viz.* the eldest Son, and followeth the Estate; and if the Estate may be defeated, the Warranty may also, *Noy* 84.

Gavelkind.

It barreth not the second Son in Gavelkind, altho' all the Sons shall be vouched, and not the eldest alone, yet he alone shall be barred, *ibid.*

Warranty is also divided into Warranty in Deed, and Warranty in Law.

Warranty in
Deed.

Warranty in Deed is that which is expressed in the Deed.

In Law.

The other is what the Law implies.

The effect of a
Warranty in
Deed.

The effect of a Warranty in Deed is, that it doth always conclude and bar the Warrantor himself of the Land so warranted for ever; so that all his present and future Rights, that he hath or may have therein, are hereby extinct, 4 Co. 121. 10 Co. 97. Co. Lit. 265, 365, 372, 384.

The

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The words *Dedi & concessi*, or *Dedi* only in *Dedi & concessi*
a Feoffment, make a good Warranty in Law,
Co. Lit. 384. 4 *Co.* 84. 5 *Co.* 17. and is a Ge-
neral Warranty against all persons during
the life of the Feoffor: And tho' there is an
express Warranty in the Deed, yet this doth
not take away the implied Warranty of the
Law.

If a man by his Will and Testament de- *By a Devise*
vise Lands to another man for life, or in Tail,
rendering Rent, there is a Warranty in Law
annexed, *Co. Lit.* 384.

Every Partition and Exchange implieth in *By Exchange*
it, and hath annexed to it a special War-
ranty in Law, *idem* 102, 384. And it extend-
eth reciprocally to and against the Heirs of
both parties only to the same Land that is
given in Exchange, 4 *Co.* 121.

Every Tenure by Homage Ancestrel; *By Homage*
that is, where a Tenant and his Ancestors *Ancestrel*
have held Land of a Lord and his Ancestors
time out of mind by Homage, hath a War-
ranty in Law annexed unto it, 4 *Co.* 80.
This extendeth reciprocally to the Heirs and
against the Heirs of both parties, *Co. Lit.*
384.

If one make a Gift in Tail or Lease for *Upon a Gift in*
life of Land reserving Rent, or of a Rent *Tail*
Service, there is an implied Warranty an-
nexed against the Donor or Lessor, his Heirs
and Assigns, *Co. Lit.* 334. 4 *Co.* 81.

And this Warranty in Law is of the na- *Nature of War-*
ture of a Lineal Warranty, and shall bind as *ranty in Law*
a Lineal Warranty only; for it doth never
bar any Collateral Title, *idem* 384.

F 2

It

When the Heir
shall be bound.

It is a Maxim in Law, *That the Heir shall never be bound to any express Warranty, but where the Ancestor was bound by the same Warranty.* Vide Co. Lit. 47. 6 Co. 69. Dyer 42.

Warranty,
and saith not
against what
Persons.

If one grant to warrant Land to another and his Heirs, and doth not say against what Persons; this shall be taken for a General Warranty against all Men, 1 Co. 1.

Doth not say
how long.

If one makes an Estate, and grant to warrant the Land, but doth not say how long; this shall be taken for as long as the Estate doth last, to which the Warranty is annexed.

Against special
Persons.

If a Warranty be made against Special Persons, it shall only extend to them and no further: And it shall extend in all Cases, for and to all Titles and Entries upon Title, and not to tortious and unlawful Entries, Dyer 328.

Who shall
take advantage.

All such as are named in the Deed regularly shall take advantage of the Warranty; and if the Warranty be to a man, his Heirs and Assigns, in this Case both his Heirs and Assigns may take advantage of it, so as they come in in privity of Estate, Co. Lit. 365.

Upon what
Conveyance it
may be made.

A Warranty may be made upon any kind of Conveyance; as upon Fines, Feoffments, Gifts, &c. Also a Warranty may be made by and upon Releases and Confirmations made to the Tenant of the Land; and (some say) altho' he that makes the Release or Confirmation hath no Right to the Land, Co. Lit. 372, 385.

If

If the Tenant be impleaded by the Warrantor, he may Rebut, *viz.* shew forth the Warranty against him, and pray Judgment if he shall demand contrary to his Warranty.

Rebutter.
Interpleader.

If by a Stranger, then he may vouch the Warrantor or his Heirs to interplead; or before he be Sued, he may bring a *Warrantia Chartæ* against the Warrantor or his Heirs, which binds all the Land of the Warrantor from the time of the Writ brought, then unaliened, *F.N.B. 134. Co. Lit. 102.*

*Warrantia
Chartæ.*

Every Warranty which descends, doth descend to him that is Heir to him which made the Warranty by the Common Law, *Noy 154.*

Covent's Interp. Title Warranty saith, That under the word *Heredes* are comprized all such as the first Warrantor's Lands come unto afterwards, either by descent or otherwise *ex causa lucrativa*. So that if a man have twenty Children, yet if he give his Land to a Stranger, leaving his Children no Land, that Stranger in this Case is his Assignee, and is contained under this word *Heir*; so that if he commit Felony after such Warranty Covenanted, and forfeit his Lands to his Lord by Escheat, the Lord is *quasi hæres* in this Case, and liable to the Warranty formerly passed. To this may be joyned the word *Defendamus*, being used in Feoffments, &c. whereby (as *Bracton* saith) the Feoffor bindeth himself and his Heirs to defend, &c. *Si quis velit servitutem ponere Rei datæ contra formam donationis, &c.*

Defendamus.

Warranty
defeated.

A Warranty Lineal or Collateral may be defeated, determined or avoided in all or in part, sometimes by Matter in Law, sometimes by Matter in Deed, *Co. Lit.* 392. &c.

And if the Estate to which the Warranty is annexed be spent, the Warranty is determined, *10 Co. 96. Co. Lit.* 392.

Partition.

So it is upon a Partition made by Joyn-tenants, *6 Co. 12.*

Release.

So it may by a Release of the party that hath the Warranty, or the Estate to which the Warranty is annexed; as if the Release be to him that is bound to warrant, of all Warranties, or all Covenants Real, or all Demands. So it may be by a Defeazance, whereby the Parties agree, that the Warranty shall be void, *Co. Lit.* 392, 393.

Defeazance.

By making use
of it.

Also a Warranty may lose his force, by taking benefit or making use thereof; for in some Cases, after a man hath once taken advantage thereof he can make no farther use of it, *Co. Lit.* 393.

Warrantor
attainted.

If one make a Feoffment or Release with Warranty, and after is attainted of Treason or Felony, hereby the Warranty is gone, and a Pardon afterwards may not revive it, *Co. Lit.* 391.

Fifthly, Of
Covenants.

Fifthly, The Covenants containing the Terms of Granting and Holding, being either Real or Personal, and Inherent or Collateral, must contain things lawful and possible to be done.

What.

A Covenant is the Consent of two or more in one self thing, to give or do somewhat, *West. part 1. lib. 1. sect. 4.*

And

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And there is a Covenant in Law and a in Law. Covenant in Deed, or a Covenant express and a Covenant implied. A Covenant in Law is covert or hid, and to be implied; as if the Lessor do demise, &c. to the Lessee for a certain Term, the Law intendeth on the Lessee's part, That the Lessee shall, during his whole Term, quietly enjoy his Lease against all lawful Incumbrances, *Cowell's Interpreter Title Covenant.*

Covenant in Deed, or Covenant express, is in Deed manifest, and that which is expressly agreed between the Parties; and this is the Covenant we now intended, which (as aforesaid) may be either Real or Personal, *Fitzb. N. B. 145.*

A Covenant Real is, whereby a man tieth ^{Real.} himself to pass a thing Real; as Lands or Tenements, as a Covenant to Levy a Fine, &c.

A Covenant meerly Personal is, where a ^{Personal.} man Covenanteth by Deed with another, to build him a House, or any other thing, or to serve him, or to enfeoff him, &c. *Cowell's Interp. Tit. eodem.*

Covenant Collateral is that which cometh ^{Collateral.} in, or is adhering to the side; as Collateral Assurance is that which is made over, and besides the Deed it self.

Note also, A Bond for performance is termed a Collateral Assurance, because it is external, and without the essence of the Covenant, *Cowell's Interp. Tit. Covenant.*

The use of a Covenant is, to bind a man ^{The use.} to do something *in futuro*, and therefore it is for the most part Executory, and so often as there

there is a breach of the Covenant, an Action lieth against the Covenantor.

Lawful Covenant.

A Covenant to do any thing that for the Matter and Substance of it is lawful, or not to do any thing that for the Matter of it is unlawful, is good.

And generally where a Condition for the Matter of it is good, a Covenant comprehending the same Matter is good also; but if the Matter to be, or not to be done by the Covenant be for the Substance thereof unlawful, then is the Covenant void, and doth not bind, *West.Symb. part. 1. Dyer 6, 13, 324. Fitz.b. Covenant 1.*

Void Covenant.

And if the thing to be done be in the Nature of it impossible, the Covenant is void: And so generally there where the Matter in a Condition will make the Condition void, because it is against Law, such Matter in a Covenant will also make it void as against Law.

Advantage, by whom.

Any one that is party to the Deed, to whom the Covenant is made, may take advantage of the Covenant; but no Stranger.

Heir.

The Heir may take advantage upon a Covenant, to warrant Land to the Feoffee and his Heirs, *Dyer 338.*

Executors.

And Executors and Administrators may take advantage of Inherent Covenants, altho^o they be not named; as if one Covenant with A. B. to pay him Money at *Christmas*, and do not say, to his Executor, &c: and he dye before the time, his Executor or Administrator may recover the Money, *5 Co. 17. Dyer 112, 271.*

Grantees

Grantees of Reversions, shall have the like Grantees.
 advantage against Fermors (by Action only)
 for any Covenant or Agreement contained
 in their Lease, as the Lessors, their Heirs or
 Successors might, and so also shall Lessees
 against Grantees of Reversions, by the Sta-
 tute of 32 Hen. 8. Cap. 34. Recoveries in value
 except, but this is meant of Inherent Cove-
 nants, such as do concern the thing granted,
 and tend to the supportation of it, 5 Co. 8.

And regularly every Assignee of the Land, Assignees.
 or thing demised, shall take advantage of In-
 herent Covenants, as a Covenant to have
 Estovers to burn Timber, to repair, or that
 the Lessor or Lessee shall repair, or the like;
 and therefore of these Assignees in Deed, and
 in Law Assignees of Assigns, in *infinitum* shall
 take advantage, and Assignees of Executors
 or Administrators, Tenants by Statute or
Elegit, or after a Sale upon a *Fieri fac'*, a
 Husband in the Right of his Wife, any one
 of these, or any other that shall come lawfully
 to a Term, unto which such a Covenant
 is incident, altho' he be not named; yet he
 may take advantage of it, 5 Co. 17.

Also, all those that do Seal and Deliver the Who are bound.
 Deed, and are named and bound by the ex-
 press words of the Covenant; whether the
 Covenant be Collateral or Inherent, are
 bound by the Covenant contained in the
 Deed.

And in all Cases of Inherent Covenants Executors and Administrators.
 also, tho' the Executors and Administrators
 be not named, they are notwithstanding
 bound, and so shall Assignees in most Cases
 of Inherent Covenants which tend to the
 support

support of the thing granted, 5 Co. 16, 17, 18. for these Covenants are said to run with the Land.

Heir.

An Heir shall scarcely be bound, except when expressly named; for if the Covenant be for him and his Heirs, to do any thing whatsoever, hereby the Heir is bound, 5 Co. 17. *Dyer* 257.

Assignee.

Also, an Assignee shall sometimes be charged tho' he be not named, and sometimes not tho' he be named, and sometimes when, he is named, when the Covenant doth extend to a thing in *Esse* parcel of the Demise, as a Covenant to repair, &c. the Assignee shall be bound tho' not named.

Thing in *Esse*.

But if the Covenant be annexed to a thing not in *Esse* before, as to Build a new House or the like, here it will not bind the Assignee unless they be named.

Meerly Collateral.

And if the Covenant be to do a thing meerly Collateral, it will not bind them altho' they be named; nor when the Contract is only personal, concerning Stock of Cattel or the like, 5 Co. 16.

Joyntly and severally.

If two Covenant for themselves joyntly, one cannot be charged with the other, but if they Covenant severally they may be Sued apart, and if they Covenant joyntly and severally, they may be Sued either way, 5 Co. 23.

Covenant gone, and when.

When the Deed wherein the Covenants are contained, or the Estate on which the Covenants as accessory to the principal do depend, is gone and determined, as by a Surrender of a Lease for Life or years, there regularly the Covenants are gone also, tho' such

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such Surrender doth not discharge a breach of Covenant made before it.

If a Deed become void by Razure or the like, the Covenants are gone also, 5 Co. 23.

Razure.

Dyer 20.

So when the Covenant is become impossible to be done, as by Death, &c. 1 Co. 98.

Impossible.

Plew. 286.

By an expresse Covenant for quiet Enjoyment, the implied one is gone, 2 Co. 80.

By expresse Covenant.

So by a Release of all Covenants. And Note, that a Covenant by Deed cannot be discharged by word.

Release.

If a Covenant be to do an Act to a Stranger, who refuseth it to be done, the Covenant is broke; but it is otherwise, if it were to be done to the Covenantor himself, Bro.

Act to be done to a Stranger.

Cov. 3. Fitz. bar. 62.

Acceptance of Rent from the Lessee, or Assignes after Covenant broken, doth not discharge the breach.

Acceptance of Rent after breach.

The words of Covenants are Covenant, Grant, Promise and Agree, expressing the thing agreed upon by apt words; and there be Deeds made altogether of Covenants, whereof you may see good store in West. Lib.

Words of Covenant.

2. Sect. 57, 58, 59, 60, &c.

Note, All Covenants are to be made on either side, according to every severall Contract, as To be sayed harmless or discharged, To be seised in Fee, &c. To have power to Sell, To be owner of the Tenements or Chattels Sold, To make further assurance for quiet enjoyment, &c.

Sixtly,

Sixthly, The Conditions which are Precedent, or Subsequent to the Estate.

Of a Condition.

A Condition is generally a Rule, Manner or Law annexed unto Mens Acts, staying and suspending the same, and making it uncertain, whether they shall be or no: For a Condition is properly said to be, when any thing is referred to any incertain Chance, which may happen or not happen, and may be annexed to any Estate in Fee-simple, Fee-tail, for Life or Years,

What.

The words.]

The words of a Condition are, *Sub Conditione, Ita quod, Si Contingat, Proviso semper*, i.e. under Condition, So that if it shall happen, Provided always and the like. But the words, To the effect, With that intent, To pay, &c. do not make a Condition in Feoffments and Grants, if be not in the Case of the King, or in the Case of a Will, 10 Co.42. *Dyer* 138.

Two Sorts.

Note, There are two manners of Conditions, one expressed by Words, and called a Condition in Deed; the other implied by Law, and called a Condition in Law.

In Deed expressed.

A Condition in Deed or express Condition, is knit and annexed by express words to the Lease or Grant; for Example, If I make a Lease for years, reserving Rent to be paid at such a Feast, upon Condition, That if the Lessee fail of payment at the day, that then it shall be lawful for me to Re-enter.

In Law implied

A Condition implied, or Condition in Law, is when a Man grants to one the Office, to be Keeper of a Park, Steward, Bayliff or such like, for Term of Life; here the Law

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Law implieth a Condition, That if he doth not truly and faithfully execute his Office, then it shall be lawful for the Grantor to discharge him thereof.

Note also, All Conditions are as aforesaid, Precedent or Subsequent. either precedent and going before the Estate, and are executed, or else they are subsequent and following after the Estate, and to be executed.

Condition precedent doth gain and get Precedent. the Thing, or Estate made upon such Condition, by the performance of the same; As when an Estate is made to a Man for Life upon Condition, That if the Lessee for Life will pay to the Lessor 20 *l.* at such a day, then he shall have Fee-simple; Here the Condition precedes, and goes before the Estate in Fee-simple, and upon the performance of the Condition, the Lessee doth gain and get the Fee-simple, if Livery and Seisin were given, *Co. Lit.* 201. 8 *Co.* 43.

Error was brought in Ejectment out of C. B. in a Special Verdict. The Case was, *John Hamond* having two Sons, *John* and *Thomas*, being seised of a Copyhold Estate in Fee, in nature of *Burrough English*, Surrenders to the use of himself for Life, and after his Decease to the use of his Son *John*, and his Heirs and Assigns for ever, if he attain the Age of 21 years: Provided, That if my Son *John* do dye within Age, then it shall go to my right Heirs.

Holt pro Quer' in Error said: The Question was, If it was a Condition precedent or subsequent, and held it was a Condition precedent, and cited *Plowden* 35. And said,

A

The Art of Conbepanting.

A Subsequent Condition is to be taken strictly, and must have proper words, but a Precedent Condition may not, Lit. 330. 1 Inst. 103. Lit. Sect. 301. Jones, Spring and Cesar, fol. 389.

Remainder upon Condition
Precedent.

Pollexfen pro Def. said, There may be a Remainder upon a Condition Precedent, and Judgment was affirmed, Mich. 26. Car. 2. Beebevil versus Hamond, Ro. 120.

Subsequent, or
executory.

A Condition Subsequent, doth keep and continue the Thing or Estate made upon Condition, by the performance thereof, as when one grants to A. B. his Manor of G. in Fee-simple, upon Condition that the Grantee shall pay to him at such a day 20 l. or else, that his Estate shall cease: Here the Condition is Subsequent, and following the Estate in Fee-simple, and upon the performance thereof, doth keep and continue the Estate.

Terms del Ley. verb. Condition.

Against Law.

Nota, If an Estate be made, and the Condition against the Law, the Estate is good, the Condition void, Noy pag. 78.

If the Estate beginneth by the Condition, then both are void, ibid.

Repugnant.

Conditions repugnant, the Estate good, the Conditions void, ibid.

Impossible.

Conditions impossible are void, and the Estate good, ibid.

And Note, That these Conditions precedent or subsequent to the Estate, are, or may be Affirmative, Negative, Collateral, Inherent, Restrictive, Compulsory, Single, Copulative and Disjunctive, and make the Estate whereto they are annexed void, without,

or

or voidable by Entry or Claim, and tend to make, and enlarge or destroy, or clog Estates.

For the most part Conditions have Conditional Words in their Frontispiece, and do begin therewith, The most proper words are *Proviso, Ita quod, sub Conditione*, Co. Lit. 204.

When the word *Proviso* maketh a Condition; it must have these three qualities.

First, It must not depend upon another Sentence, or have reference to any other part of the Deed, for if it do, then it is but a qualification or limitation of the Sentence, or of that part of the Deed, as,

Provided, That the Person of the Grantee shall not be charged.

Secondly, It must be the word of the Bargainor, Feoffor, Donor, Lessor, &c.

Thirdly, It must be compulsory to enforce the Bargainee, Feoffee, Donee, Lessee, &c. to do an act; if it compel the Feoffor to do something, then it is only a Covenant.

And where these things concur in a *Proviso*, it doth make a Condition in what place soever it be placed, for *cujus est dare ejus est disponere*.

Sometimes the word *Proviso* or *Provided* doth make a Condition, sometimes a Covenant, sometimes an Exception, sometimes it is taken for a Reservation, and sometimes for an Explanation, as for Example.

When a Lessor letteth Lands, *Provided that the Lessee shall not alien without the assent of the Lessor under pain of Forfeiture*, here it is a Condition.

If

Explanation.

If a Man have two Manors both of them named *Dale*, and he leaseth his Manor of *Dale* to one, Provided that he shall have the Manor of *Dale*, in the Occupation of A. B. This Proviso is an Explanation.

Covenant.

If a Man Lease a House, and the Lessee Covenant that he will Repair it, Provided always the Lessor is contented to find the great Timber : This Proviso is a Covenant.

Exception.

If a Man Lease his House to D. Provided he will have a Chamber thereto belonging to himself: This Proviso is an Exception of the Chamber.

Reservation.

If I make a Lease of Lands, rendring Rent at such Feasts as J. S. shall name, Provided that the Feast of St. *John Baptist* shall be one ; here the Proviso is taken for a Reservation, 2 Co. 70. *Popb.* 117, 166. *Goldsb.* 130 pl. 27.

Of the word *si*.

Ann. Haron

The word *Si* doth not always make a Condition, for sometimes it makes a Limitation, as when a Lease is made for years, if J. S. shall live so long.

Et intentionem.

The words *et intentionem, ad effectum, propositum, intentionem, &c.* do sometimes make Conditions, as upon a Devise of Land to J. S. *et intentionem*, that he shall pay to R. S. 20 l. or paying, or so as he pay, &c. but regularly in Deeds they do not, Co. Lit. 236. *Dyn.* 138.

Words of the Lessee.

And many times in Leases for years, Conditions are made without any of these formal words, and by words used as the words of the Lessee.

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As where the Lessee Covenants, that if he, ^{Lease to be} his Executors, &c. shall Alien, &c. that it ^{void. Or,} shall be lawful for the Lessor to Re-enter; or if it happen the Rent be behind, that the Lease shall be void.

Or thus :

It is agreed between the Parties, that if the Lessee do not pay 10 l. to the Lessor at *Easter*, that from thenceforth the Lease shall be void : And the like, or that it shall not be lawful for the Lessee to Alien without Licence of the Lessor, under pain of Forfeiture, ^{Forfeited.} &c. 27, 56, 79.

But in Cases of Feoffments in Fee, Gifts in ^{Aliter, in Fe-} Tail and Leases for Life, the precise and ^{offments, &c.} formal words of a Condition are requisite, *Co. Lit.* 204. *Dyer* 65, 138.

Tenant by Courtesy, Tenant in Tail after ^{Condition in} possibility of Issue extinct, Tenant in Dower, ^{Law.} Tenant for Life, Tenant for Years by Statute or *Elegit*, do hold their Estates subject to a Condition in Law ; so that if either of them Alien his Land in Fee, or Claim a greater Estate in a Court of Record than his own, he doth forfeit his Estate, and he in Remainder or Reversion may enter, *Co. Lit.* 233. 8 *Co* 44.

It is a General Rule, That such Conditions ^{Condition ex-} annexed to Estates as go in Defeasance, and ^{pounded.} tend to the destruction of the Estate, being odious to the Law, are taken strictly, and shall not be extended beyond their words, unless it be in some special Cases, *Co. Lit.* 219. 8 *Co.* 90.

G

In

Time limited.

In Cases of time, for doing the matter contained in the Condition, as to pay Money, make an Estate or the like, it must be done at the time agreed upon and set down; and if it be required to be done before a certain time, it must be so done.

No time set.

But if no time be set down, and if the Act be to be done to him that doth make the Estate, or to him and a Stranger, and is for his benefit only, there regularly the party that is to do the thing, shall have time to do it during his Life, unless he that made the Estate doth request it to be done, and fixes the time upon his request, then it must be done at that time; if upon his request he fixes no time, it must be done in a convenient time after the request; and in these Cases the Condition cannot be broken without request, so long as he to whom the Estate was made be living. See *Perk Sect.* 155, 779, 787, 788, 789, 793, 794. *Dyer* 311.2 Co. 79.6 Co. 31. Co. Lit. 208, 209, 219.

Place limited, or appointed.

And in Case where a place is set down for the doing of the thing, it must be done at that place (unless the Parties afterward agree and appoint another) otherwise the Condition is not performed, and the Parties are not bound to attend in any other place.

No place set down.

But where there is no place set down, and the thing to be done be a corporal Service, as to pay Money or the like; the Party to do it must at his peril seek out the Person to whom it is to be done, if he be within the Kingdom of England, otherwise not.

And

And if the thing to be done be *Local*; That is, such a thing as must be done in or at a place certain, as the making of a Feoffment of Land, payment of Rent or the like, in such Case the thing is to be done at that very place, and a tender of doing it in that place is a sufficient performance of the Condition; *Lit. Sect. 343, 345. Co. Lit. 210, 211, 213. Bro. Condic. 60.*

Local.

It is therefore best in all Cases to have certainty of time and place set down in the Condition, for the doing of the thing that is to be done; and the more certain the better.

Caution.

In some Cases, a Condition its said may be performed and not the intent, and sometimes the intent and not the words; and for the most part a Condition is laid to be performed when the intent and meaning of it is observed, *Lit. Sect. 252. 3 Co. 64, 282. 8 Co. 90.*

Performance of words, and not the intent.

If there be two things in the Copulative to be done by the Condition, both must be done, *Perk. Sell. 746.*

Two things in the Copulative.

If a Feoffment be made on a Condition, that if the Feoffor and A. B. pay 10 l. at Michaelmas, the Feoffment shall be void; and before the day the Feoffor dye, and A. B. pay the Money; this is a good performance of the Condition, but if the Feoffor be living, *contra, Co. Lit. 219.*

Payment by Feoffor and a Stranger.

So if a Feoffment be made on Condition, to make an Estate to a Stranger by a day, and before the day he dye; in this Case, if an Estate be made as near the Condition as may be, it is sufficient, *Plowd. 133. 3 Co. 64.*

Estate to a Stranger.

Stranger refuses to accept.

If the Condition be to make an Estate to a Stranger, and he doth refuse to take it, this is no performance; but otherwise, if it were to be done to the Feoffor himself; so if it be to Re-enseoff the Feoffor and his Wife in Tail, the Remainder to W. in Fee, and the tender is made to the Wife only, and not to him in Remainder, this is no good performance, *Perk. Sect. 815, 816. Co. Lit. 209.*

Condition impossible in part.

If a Condition possible at the time of the Creation, become after impossible in part by the act of God, and the Party does not perform that which is possible, the Condition is broken, *2 Co. 59. Lit. Sect. 352.*

Who may make advantage of a Condition broken.

As no Man may create or annex a Condition to an Estate, but he that doth create the Estate it self; so neither can a Man give or reserve the power, title or benefit of re-entry, and avoidance of an Estate upon the breach of a Condition, to any other but to him or them, or at least to one of them, that doth make the Estate, his or their Heirs, Executors and Administrators, &c. For it is a Rule of the Common Law, That none may take advantage of a Condition, but Parties and Privies in Right and Representation, as Heirs, Executors, &c. of natural Persons; and the Successors of politick Persons: And that neither Privies or Assigns in Law, as Lord by Elcheat; nor in Deed, as Grantees of Reversions; nor Privies in Estate, as he to whom a Remainder is limited, shall take benefit of Entry or Re-entry by force of a Condition, *Perk. Sect. 830, &c. Plowd. 175, 488, &c. Dyer 131. 3 Co. 62, 347. 3 Co. 56. Co. Lit. 214, 215.*

And

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And notwithstanding the Statute of 32 Hen. 8. Cap. 34. Privies in Blood, as an Heir shall take advantage of a Condition, tho' no Estate descend to him from the Ancestor: And so also the Law is the same, as touching Privies in right and representation, for Executors and Administrators shall take advantage of a Condition now as heretofore; so also the Law is the same as touching Privies in Law, for they shall no more take advantage of a Condition now than heretofore, Co. Lit. 202.

Advantage by Privies in Blood &c.

But as touching Grantees in Reversion, and Privies in Estate, there is some alteration made by the Statute of 32 Hen. 8. Cap. 34. The Statute provides, That all Persons which shall have any Grant of the King of any Reversion, &c. of any Land, &c. which pertained to Monasteries, &c. as also all other Persons being Grantees or Assignees, &c. to or by any other Person or Persons, and their Heirs, Executors, Successors and Assigns, shall have like advantage against the Feoffees, &c. by Entry for not payment of Rent, or for doing Wast, or for other Forfeiture, &c. as the said Lessors or Grantors themselves ought or might have had.

Grantees and Privies in Estate altered by Statute 32 Hen. 8 cap. 34. and how.

But it is to be observed.

1. That the Statute is General, and the Grantee of the Reversion of every common Person as well as the King, may take advantage of Conditions.

Observations upon the Stat.

2. That the Statute doth extend to Grants made to the Successor of the King, as well as to the King, altho' he be only named in the Statute.

King's Successor.

E 3

3. That

Reversion by
Fine,

3. That he who comes to the Reversion by Fine, Feoffment, Grant, Limitation of Use, Common Recovery, or Bargain and Sale, is such a Grantee as is within the intendment of the Statute.

Grantee upon
Gift in Tail.

4. That where the Statute doth speak of Feoffees, &c. It doth not extend to Gifts in Tail; and therefore, if a Gift in Tail be upon Condition, and after the Donor doth grant the Reversion, this Grantee shall never have any benefit of this Condition.

Grantee of
part of the
Estate.

5. That where the Statute doth speak of Grantees and Assignees of the Reversion, that thereby an Assignee of part of the Estate of the Reversion, may take advantage of the Condition, as the Grantees of a Reversion for Life or Years, after a Lease for Life or Years.

Grantees medi-
ate and imme-
diate.

6. That as well mediate as immediate Grantees, i. e. the Grantees of Grantees in *infinitum*, are intended within this Statute, *Vide Co. Lit. 214. Plowd. 27, 136. 3 Co. 64, 65. 10 Co. 36.*

Grantee of
part of the
Reversion.

7. That a Grantee of part of the Land in Reversion, cannot take advantage of a Condition by this Statute, *5 Co. 112, 113. Co. Lit. 214.* Except it be in the Kings Case, as if a Lease be of 3 Acres, reserving Rent upon Condition, and the Reversion is granted of 2 of 3 Acres, the Rent shall be apportioned, but the Condition is destroyed.

Compleat
Grantees.

8. Such Grantees as shall have advantage by this Statute, must be compleat Grantees, *5 Co. 113, 114. 8 Co. 52.*

9. Such

9. Such as come in meerly by Act of Law By act of Law.
or Paramount, as the Lord by Escheat, the
Lord that doth enter for Mortmain, or the
like, cannot take advantage of a Condition
withln this Statute, *Co. Lit. 214.*

10. Altho' the words of the Statute be Advantage is
General; yet Grantees and Assignees shall only of Inhe-
not take benefit of every Forfeiture by force rent Condi-
of a Condition, nor yet of all Conditions, tions.
but only such as are Inherent, *id est*, such as
are either incident to the Reversion, as for
payment of Rent, or for the benefit of the
Estate, as for restraining of Wast, for causing
of Reparations, making of Fences, Scowring
of Ditches, preserving of Woods and the
like; *Co. Lit. 214. Dyer 309.*

11. And of Conditions that are Collateral, Collateral
such Grantee shall not take benefit, as if it Conditions.
be for payment of a Sum of Money in Gross,
to restrain Alienation for the delivery of
Corn, Wood or the like; the Grantee of
the Reversion of the Land, shall not have
advantage of it by this Statute, for these re-
main as they were before the Statute at the
Common Law.

12. Such Conditions as are on the part of
the Lessor, it seems are not within this Sta-
tute: Therefore if one make a Lease for
years, on Condition, that if the Lessor, his
Heirs or Assigns pay 20*l.* to the Lessee at
Michaelmas, the Lease to be void, and the
Lessor doth grant the Reversion to a Stran-
ger before the day, it seems the Grantee shall
not take advantage of this, but the Condi-
tion is gone.

Entry and
claim needful.

Waved.

Not needful.

Not compella-
ble.

Upon Revoca-
tion.

Estate void
ab initio by
Entry.

Regularly where one will take advantage of a Condition, if he may enter, he must enter, and when he cannot enter he must make a claim; for an Estate of Freehold, or Inheritance will not cease without entry or claim; and he that is to have advantage by the Condition, may wave his advantage if he will, and until such entry or claim made, the party that should enter can make no good Estate of the thing to any other, Co. Lit. 218, 237.

But tho' it be so upon a Lease for Life or greater Estate, yet it is not so upon a Lease for years; for if it be made on Condition that upon such a Contingent, the Estate shall cease, or the Lease shall be void, in this case when the thing doth happen the Lease is *ipso facto* void without entry or claim; but if the Condition say that the Lessor shall Re-enter, there an Entry is needful to avoid the Estate.

But in case where a Man cannot make an Entry or Claim, there the Law will not compel him to it, as where he cannot Enter, but must out the Lessee of his Term.

Upon a Covenant to stand seised to the use of himself, and after to the use of others with Proviso of Revocation, &c. and after he doth revoke it, by this means all the Estates are revealed in him without Entry or Claim.

It is generally true, that he that doth enter for a Condition broken doth make the Estate void *ab initio*, and that he shall be in of his first Estate in the same manner and form, as it was when he departed with the Possession,

sion, and at the time of the making the Condition, *Perk.Sect.840. Plowd.186,482. 4 Co. 120.*

And if a man enter for breach of a Condition in Law, he shall avoid all Charges and Acts done after that thing is done, which doth produce the Forfeiture; but he shall not avoid any thing done before that time, *Perk.Sect.843,444. Co.Lit.233,234.*

But Under-Tenants may have remedy in Equity against Covinous Practices: And if a Lease be made for Life, the Remainder in Tail on Condition; in this case if the Condition be broken, both the Estates be avoided. And so of the like. *Crompt. Jur. 64, 65. 10 Co.41.*

Yet this General Rule doth fail in divers Particulars, for which see *Perk.Sect.242,842, 843. Co.Lit.202.*

If a Condition be possible in his Creation, and after become impossible by the act of God, the Condition is discharged and gone for ever, and the Estate is absolute; but if the Condition become impossible in part only, then it is discharged for so much only, *Dyer 262. Co.Lit.207,219.*

A Condition may be divided by act of Law; but not by act of Parties, *4 Co. 120. Co.Lit.215.*

It may be destroyed in the Creation of it, or discharged by Matter *ex post facto*; for which see *2 Co.59. 4 Co.52.7 Co.14.10 Co.41. Dyer 309. Co.Lit.218,219,265,379. Perk. Sect.163,819,820.*

As

By act of
Parties.

As if one make a Feoffment in Fee upon Condition, and after, and before the Condition broken makes an absolute Feoffment, levies a Fine, or the like.

By Release.

If the Feoffor or Lessor release to the Feoffee or Lessee all Conditions, or all Demands in the Land, or confirm the Estate of the Lessee without Condition, the Condition is gone for ever, 1 Co. 147. *Perk. Sect.* 823.

By grant of
Reversion.

So by Grant of the Lessor of the Reversion or part after a Lease for life or years on Condition, and by a Lease only of part of it, the Condition is suspended, 2 Co. 59. 4 Co. 119.

Suspence.

By Intermar-
riage.

It may be extinct or suspended by the Intermarriage of the Parties to the Condition, *Perk. Sect.* 763, 764, 765, 822.

By Licence.

Also, it may be gone for ever, upon a License from the Lessor to alien, 2 Co. 59, 714. *Dyer* 309. 4 Co. 119. 5 Co. 34.

By Distress or
Acceptance.

It may also be discharged for a time, though not destroyed, by Distress, Acceptance of Rent, &c. *Co. Lit.* 211. 3 Co. 64.

By Disseisor,
&c.

Also it may be destroyed by the act of a Stranger; as by a Disseisor, *Lit.* 476, 477. *Co. Lit.* 277, 279. *Perk. Sect.* 820, 821, 823.

Conditions

Conditions and Provisoes.

The *Conditions* and *Provisoes* generally run thus:

Provided always and upon this Condition, That if the said C. D. or his Heirs, shall alien the said Premises or any part thereof to R.G. or his Heirs; That then this present Indenture [or Deed,] and all the Grants and Covenants therein contained on the part and behalf of the said A.B. shall be frustrate and void.

Condition to make void a Freehold Estate, if aliened.

And that then and from thenceforth it shall and may be lawful to and for the said A.B. his (&c.) his or their lawful Attorney, into the said Premises to re-enter; and the same C.D. his (&c.) and all the Occupiers of the Premises, thence to expel and put out, and the same have again and enjoy, as in his or their former Estate; any thing herein contained to the contrary thereof in any wise notwithstanding.

Clause of Re-entry.

That if the said J. S. do and shall at any time during his life, pay or tender to the said J. L. his Heirs or Assigns, the Sum of One hundred pounds of (&c.) for the same Lands and Tenements, and declare his mind to have the same again, and to make void this Deed and the Estate hereby made: Then, &c.

To be void upon payment of Money.

That if the said J. S. shall pay to the said J. L. his, &c. the Sum of 100 *l.* of lawful Money of *England*, at and upon the first day of *January* now next coming after the Date hereof: Then, &c.

Aliter.

That

If the Grantee
shall not make
him a Lease.

That if the said J. S. his, &c. shall not by good Conveyance in Law, before the first day of *January* now next following, make a good Lease of all that (&c.) parcel of the Premises to the said J. L. for the Term of his Natural life: Then, &c.

And the like.

Upon Leases for Lives or Years.

To be void, if
the Grantor
shall be minded
to sell, &c.

That if after Five years the said J. L. shall intend and be mindful to sell away the said Messuage, &c. or to have the same in possession or occupation; and of any such his purpose, shall openly leave or give Notice or Warning to or for the said J. S. his, &c. at the said Messuage, on any of the usual quarterly Feasts-days of, &c. during the said Term. Then, &c.

Upon Warning
to depart.

That if the said R. W. his Heirs or Assigns, within two years now next following, shall give or cause to be given to the said S. T. his Executors, Administrators or Assigns, sufficient Notice or Warning to depart from the said Messuage and Premises at the end of the said Term of two years, to be accounted from the day of the Date hereof: And also shall pay, &c. That then, &c.

Upon Notice of
Revocation.

That if the said R. W. shall at any time during his Natural life, by any Writing to be subscribed by him with his Name or Mark, in the presence of two or more credible Witnesses, declare his Mind or Will to be, to revoke or make void this present Lease: Then, &c.

That

That if the said T. B. his, &c. and every of them, do not well and truly, during the said Term, pay or cause to be paid to the said J. S. his, &c. the said yearly Rent of, &c. at the Days and Times abovesaid, and also well and truly observe, perform, fulfil and keep all the Covenants in these Presents contained, on his and their parts to be fulfilled, performed and kept, according to the true meaning thereof: Then, &c.

If the Lessee pay not the Rent, &c.

That if the said demised Premises, or any part thereof, shall be in decay or un-repaired by the space of, &c. next after Notice given, &c. Then, &c.

If the Premises be in decay, &c.

That if all and every the default, and defaults, for want of Reparations of and in the Premises, that at or upon any such view and search, as is aforesaid, shall be found; and whereof Notice or Warning in writing shall be given or left, to repair and amend the same in manner as aforesaid, shall not be well and sufficiently repaired and amended from time to time, during the said Term of One and twenty years, always within the space of six Months next after every such Notice or Warning in writing given or left, as is aforesaid: Then, &c.

Upon default of Repairs, after Notice, &c.

That if the said T. B. his, &c. shall at any time, during the said Term, give, sell, grant or alien his or their Estate, of and in the Premises hereby created: Then, &c.

If the Lessee alien, &c.

That if the said T. B. his, &c. shall at any time during the said Term, Let the said demised Premises or any part thereof, exceeding Ten Acres, directly or indirectly, for longer time at once than for one year, to any

If the Lessee let the Premises, &c.

Without Con-
sent, &c.

That if the
Lessee dye
during the
Term, &c.

Seventhly, The
Conclusion.

Preparatory to
the Sealing.

Date in the
Conclusion.

Deed good
without it.
Or Date, &c.

any person or persons, other than (&c.) without the agreement and consent of the said J. S. his, &c. first had and obtained in writing under his Hand and Seal for that purpose: Then, &c.

That if the said T. B. shall dye or depart this life during the said Term; That then this present Indenture and all (&c. *ut antea*) shall be frustrate and void; and that then, &c. (as before in the first *Proviso*.)

And many such like Conditions may be, as you will observe amongst the Presidents in this Book.

Seventhly, The Conclusion, *In cujus rei Testimonium*; In witness whereof, &c.

This Clause is added as a preparatory Direction to the Sealing of the Deed; for Sealing (as has been before observed) is essentially required to the perfection thereof, because it doth plainly shew the Feoffor or parties consent to, and approbation of what is therein contained, *Nov 155, 156*.

And Note, That the date of the Deed, which is the description of the Time in which the Deed was made, either by the Year of the Lord, or the Year of the Prince's Reign, may be placed in the Conclusion, and is so most usually in all Deeds Poll; but otherwise in Deeds Indented, most commonly and properly in the beginning of the Premises.

And yet a Deed may be good without such a Conclusion: Also it may be good, tho' it mention no time or place of Date; and albeit there be no mention made of the Sealing and Delivery, yet if in truth it be
Sealed

Ch.3. The forms of Deeds.

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Sealed and Delivered, and the Sealing and Delivery can be proved it is good enough,

2 Co.5. Kelw.70. Dyer 19.

But he that doth plead such a Deed without Date, or with such an impossible Date, must (as is before observed) set forth the time when it was delivered.

Also it is said, That the putting or subscribing of the parties Name or Mark to the Deed he is to seal, is not essential; for it may be good tho' he doth never set his Name or Mark to it, so it be duly Sealed and Delivered: Yet it is best to have Name and Mark for the better proving of the Deed.

Vide New Terms of the Law, Tit. Fait.

And also Note, That all Deeds do take effect from, and have relation to the time, (not of their Date, but) of their Delivery; and this is always presumed to be the time of their Date, unless the contrary do appear, and this is always to be tried by the Jury.

Yet a Lease for years may be made to begin from a day past, or to come; for if no time is set down for the beginning of an Estate, then it shall begin presently, otherwise it shall begin at the time expressed, if it may stand with Law.

If it be Dated 2 Novemb. to hold from the Date, or the Day of the Date, it shall begin on the 3d of Novemb.

If it be, To hold from henceforth, or the making hereof, it shall begin on the Day in which it is Delivered.

If

Not mention-
ing when it
shall begin.

If from the Day of the making; then it shall begin on the Day of the Delivery.

If it be to hold for One and twenty years, without mentioning when it shall begin, it shall begin from the Delivery, if there be no former Lease in being; and if there be, then it shall begin from the time of the ending of that Lease.

Void Date.

If the Date be void or impossible, and it be limited from the Date, it shall begin from the Delivery.

Void Lease
recited.

And if a man by his Deed recite a Lease which is not, or which is void; or misrecite a Lease that is in being in a material Point thereof, and then say, *To have and to hold from the end of the former Lease*; this Lease shall begin (in course of time) from the time of the Delivery thereof, *Co. Lit. 46. Dyer 286, 307. 2 Co. 5. 5 Co. 1.*

Misrecital.]

Next we shall proceed to the Deeds themselves (by which Lands are Conveyed) with the Nature and Effects thereof.

CHAP. IV.

Of Feoffments, Gifts and Grants.

THo' a Feoffment is said to be a Gift or Grant; yet upon Examination it will appear that Feoffments, Gifts and Grants are several Deeds, and have been used severally for several purposes.

For our Law-Books say, That a Feoff- Feoffment,
ment is the Gift or Grant of any Honours, what.
Castles, Mannors, Messuages, Lands, Houses,
or other Corporeal immovable things of like
nature, to another and his Heirs for ever;
and is perfected by delivery of Possession Livery and
and Seisin of the thing granted; for until Seisin.
then the Feoffee hath only an Estate at Will
in the Land.

And that no Feoffment can be made of Grant, what.
such things whereof Livery and Seisin can-
not be made; as Rents, Reversions, Services,
Advowsons in gross, Offices, Annuities, and
the like; for these lye not in Livery, there-
fore they call the Deed, by which such
things pass a Deed of Grant, which Deed
is also perfected after another manner (*viz.*)
by Attornment of the Tenants, which is Attornment,
a yielding to, or acknowledging of a new
Lord, and Livery in this case operateth
nothing.

And when a Conveyance is made of Lands
and Tenements, for a less Estate than Fee-
simple, tho' Livery and Seisin be made (as
it also must where any Estate is made in

H

Fee.

The Art of Conveyancing.

- Fee-tail, or for a mans own or another mans life, of Lands Corporeal ;) yet such Conveyance ought properly to be called a Lease for Life, or a Gift in Tail? For a Feoffor is said to give in Fee-simple, and a Donor in Fee-tail, &c.
- Gift, what.** So that strictly that Deed is called a Feoffment that conveys Lands or Tenements in Fee-simple by Livery and Seisin.
- 1. Feoffment.** And if it convey such Lands or Tenements in the same manner for Life or in Tail, then it is properly called a Gift for Life, or in Tail.
- 2. Gift.** And when it conveys Rents, Reversions, and such things as lye not in Livery, but passeth by Attornment, then it is properly called a Deed of Grant.
- 3. Grant.** For it appears by many of the ancient Latin Presidents, that the words of Conveyancing in these several Deeds differed nothing or very little one from another; as in *West.Symb. part 1. lib. 2.*
- Little difference in the words.** Sect. 236. He has these Words in a Feoffment, *vendidi concessi & hac presenti Charta mea confirmavi.*
- Feoffments.** Sect. 237. *Dedi concessi & hac presenti Charta mea confirmavi.*
- Sect. 239. *Tradidi dimisi, liberavi ; & hac presenti Charta mea confirmavi, &c.*
- Sect. 240. *Dedi concessi confirmavi.*
- And in Gifts in Tail.** Sect. 254. He has the words *tradidisse, concessisse, & hoc (&c.) confirmasse.*
- Sect. 255. *Dedi concessi confirmavi.*
- And in Grants.** Sect. 297. *Dimisisse, tradidisse, liberasse; & hoc (&c.) confirmasse.*
- Sect. 298. *Dedisse, concessisse & confirmasse.*
- 299 and 301. the like.

So

So that we find the same, or the very like Words in every of the said three several Deeds; yet in our English Presidents a Feoffment is not made without the word *Enfeoff*. And indeed I do find that word also sometimes used by Mr. West in Feoffments; as in Sect. 242. *Dimisimus & Feofavimus*; and 250. *Tradidi feofavi vendidi, barganizavi*; and 261. *Vendidi, dedi, concessi, liberavi, feofavi ac presentis Charta mea indentat' confirmavi*; yet it is oftner left out: And tho' the word *Liberasse* seem to be one of the chief, if not the principal word in a Feoffment, because such Deed is perfected only *per liberationem seisinæ*, yet it was also used in a Grant.

Therefore these Deeds were not so much to be known by their several words of Conveyancing, as from the Estate and Nature of the things thereby Conveyed, with the Circumstances or Ceremonies attending the same.

For to a Feoffment, Livery and Seisin is as absolutely necessary, as is an Attornment to a Grant; yet not so as that every Livery and Seisin makes a Feoffment: For it is necessary also, upon an Estate Tail or for Life, as is before observed; and of which more hereafter, when we shall speak of *Livery*.

Again, it appears that these ancient Latin Deeds were very short; yet so, as oftentimes to contain in them respectively the Premises, the *Habendum*, the *Tenendum*, the *Reddendum*, a Clause of Warranty, and the Conclusion, *In cujus rei testimonium, &c.*

Ancient Latin
Deeds were
short.

As Feoffments,
&c.

And it is to be observed, That these Latin Feoffments were also made upon several Conditions, Proviso's, Trusts, Limitations and Uses, sometimes expressed in the same Deeds, and sometimes by other Deeds.

Modern Deeds
often contain
the Nature of
all.

But at this day these distinct Deeds are not so nicely observed; for many times the Nature of all are contained in one, and the several Matters and Estates passed and conveyed by one and the same Deed: For Rents, Advowsons, Services, Courts, and the Profits, Commons, &c. will pass by a Feoffment of a thing to which they belong; and those things that lye not in Livery will pass by the words *Give* and *Grant*. And when there is occasion, both Livery and Attornment may be endorsed on the same Deed; for the words *Give* and *Grant* may amount to a Grant, a Feoffment, a Gift, a Lease, &c. and so may be used as pleases him that hath it, *Co. Lit.* 30, 48. Unless the Deed expressly sheweth which way it was intended to pass, as by adding a Letter of Attorney to deliver Seisin, &c. and yet it is said, that in such a Deed with Letter of Attorney (if for a good Consideration) a man may Covenant, That if Seisin or Attornment shall not be had to perfect the Deed, that he will stand seised to the Uses in the Feoffment, and the Uses shall arise by this Covenant, *Dyer* 96. *Stiles* 445.

How a Deed
may enure.

And it is a Rule, That where a Deed may enure to divers purposes, he to whom it is made may take it which way he will for his most advantage.

Feoffments

Feoffments in Latin.

The Form of a Charter of Fee-simple, with
a Letter of Attorney.

SCiant plentes & futuri; **Ed** ego **W. H.** *Parties.*
 Sed consanguineus & heres **R. H. viz.**
 filius **G. H. Armig** defuncti fratris dicti **R.**
 dedi, concessi, & hac plenti Charta mea *Conveyance.*
 confirmavi **W. C. Armig** & **J. S. Clerico,**
 Maner meum de **C.** cum oibus suis mem- *Things*
 bris & pertinentiis, ac omnia terras & tene- *conveyed.*
 menta mea, redditus, reversiones & servitia,
 prata, pascua & pasturas, boscos, sub-
 boscos, cum suis pertinentiis in **C.** in Com **B.**
 Habens & Tenens p'dicti Maner cum oibus
 suis membris & pertinentiis, ac etiam oia
 p'dicta terras & tenita, redditus, reversiones
 & servitia, cum suis pertinentiis p'fac **W. C.** &
J. S. heres & assignat suis imppetuum
 de capitalibus Dominis feodi illius per
 servitia inde debita & de jure consueta.
 Ego vero p'dicti **W. H.** & heres mei p'dicti
 Maner cum oib' suis membris & perti-
 nentiis p'fac **W. C.** & **J. S.** heres & assignat
 suis contra omnes Gentes Warran- *Warrans?*
 tizabimus & imppetuum defendemus per
 plentes. Et ulterius sciant me p'fac **W.**
H. fecisse, ordinasse, constituiisse & in loco
 meo poluisse dilectos mihi in Christo **R. f.**
 & **W. L.** meos veros & legitimos Atto-
 natos, conjunctim & divisim ad possessionem
 capiend' pro me & in nomine meo, de & in
 p'dicti manerio, terris, tenitis, reversione &
 servitio, cum oibus suis pertinentiis. Et post
 huius

Letter of
Attorney to
take.

hujusmodi possessionem sic inde captam & habitam, deinde pro me, & nomine meo, plenam & pacificam possessionem & seisinam plac. DD. & J. vel eorum in hac parte Atornatis deliberans, secundum tenorem, vim, formam & effectum hujus presentis Chartae mee super hoc confectae: Ratum & gratum habens & habiturus totum & quicquid predicti Atornati mei nomine meo fecerint, vel alter eorum fecerit in premissis. In cuius rei Testimonium huic presenti Chartae mee sigillum meum apposui. Datum apud E. pdice Anno Regni Hen. 8. decimo tertio his Testibus A. B. C. D. &c.

In cuius, &c.

Date.

Witnesses.

A Deed of Feoffment made by him that hath
Lands by Descent.

Parties.

Conf.

Conveyance.

Parcel.

Descent.

Habund.

SCiant (Ec.) Quod ego J. P. de P. in Com. P. Neoman, filius & heres B. P. nuper de P. pdice defuncti, pro summa 20 l. legalis monete Anglie mihi p. DD. F. premanibus solue vendidi, concessi & hac presenti Charta mea confirmavi eidem DD. 10 acras terre cum pertinentiis jacentes & existentes in villa & parochia de B. in Com. pdice; viz. int. terri (Ec.) Que quidem 10 acre terre cum pertinentiis nup. fuerunt predicti B. P. patris mei: Et que p. & post mortem ipsius B. mihi p. J. ut filio & heredi ejusdem B. jure hereditario descendebat. Habens & tenens pdice 10 acras terre cum pertinentiis pdice DD. heredibus & assignat. suis imperpet. de capitalibus Dñis feodi illius p. servitia inde debita, & de jure consuetata ad usum pdice DD. heredi & assignat.

nas suoxd. Et ego vero p̄dice J. & he-
redes mei p̄dice 10 ac̄ terre cum p̄tine-
p̄fais W. hered̄ & assignae suis, contra
omnes Gent̄es Warrantizabimus im-
p̄petuum p̄ p̄sentes. In cuius rei, &c. Warranty.
Conclusion.

A Deed of Feoffment of Lands purchased,
pursuant to former Covenants.

SCiant (sc.) Quod ego J. D. ad instantiam
& requisitionem W. f. ac in comple-
mentum & executionem certarum conven-
tionum & concessionum contentar̄ & specificat̄
in quibusdam Indenturis gerend̄ dat̄ 4
die Julij ult̄ p̄terito ante dat̄ presentium
face me me p̄fais J. ex una parte, &
p̄dice W. ex altera parte, dedi, concessi &
hac p̄senti Charta mea confirmavi eis
W. tot̄ Maner̄ meum de D. & S. cum
p̄tine in Com̄ E. una cū omnib⁹ terris &
relictis, pratis, pascuis, pasturis, bolcis &
sub-bolcis, reddit̄ reversionibus & servitiis,
& omnib⁹ suis p̄tinen⁹ eis⁹ Manerio spe-
ctantib⁹ sive p̄tin⁹, que ego p̄dice J. nuper
habui mihi, hered̄ & assignae meis, ex
Dono & Feoffamento P. R. Habent̄ & te-
nent̄ tot̄ p̄d̄ Maner̄ cū p̄tin⁹ una cum
omnibus p̄d̄ic̄ terris & tenement̄, ac
ceteris p̄missis & suis p̄tinen⁹, p̄fais
W. hered̄ & assignatis suis imperpetuū,
ad usum proprium ipsius W. hered̄ &
assign⁹ suoxd̄, de capitalibus (sc. ut in
al.)

A Feoffment of Lands given by Testament,
upon Condition of Re-feoffment.

SCiant (Et.) Quod ego J. M. de (Et.) dedi,
concessi & hac presenti Charta mea In-
dentata confirmavi T. B. & W. S. unum
Messuag (Et.) Quod quidem Messuagium
Et. nuper fuit P. T. defuncti, & quod idem
P. p. suo Testamento & ultimam volun-
tatem factam & declaratum in scriptis, se-
cundum formam Statuti inde provis-
mihi prefato J. & heredibus meis nuper
dedit & legavit, prout in Testamento ulti-
me voluntatis p'dice, cujus datus est primo
die Maii, Anno Dñi (Et.) & anno regni
Henrici Octavi Dei gratia Angl (Et.) 33.
plenius continetur. Habendum & Tenendum
totum p'dice Messuagium (Et.) cum p'tin-
entis T. B. & W. S. ac heredi & assign-
suoꝝ de Capital Dñis feodi illi per ser-
vitia inde debite & de jure consue- sub
forma & Conditione sequentibus (viz.) Dñs
p'dict T. B. & W. S. vel Heredes aut
Assignati sui cum inde requisiti fuerint,
seoffabunt me p'fatu J. M. ac quandam
M. uxorem meam, de & in p'dicto Messua-
gio (Et.) Habendum & tenendum nobis
prefat J. & M. ac heredi & assigni mei p'dict
J. in perpetuum. In cujus rei Testimonium
mi parti presentis Charte mee indentate
penes prefat T. & W. remanens, Ego p'dice
J. M. Sigillum meum appolui. Et quia
idem Sigillum meum quam pluribus est
incognitum, ideo Sigilla honestorum vi-
roꝝum S. S. A. S. & C. S. testium in Testa-
mento

Witnesses
Special.

ments & ultima voluntate p̄dicti D. C. nomi-
nat & specialit̄ vocat; p̄sentibus appolui &
apponi procuravi. Et nos p̄dicti R. R. & C.
ad specialem instantiam & personalem ro-
gatum p̄dicti J. W. p̄sentibus Sigilla
nostra appolimus in fidem & testimoniu
omniū p̄missorum alteri vero inde parti
penes me p̄fate J. W. residentis p̄dicti C. B.
& W. S. Sigilla sua appoluerunt. Dat,
Et.

It has been observed, That it is better
upon this Deed to have three Witnesses than
four; because if there should be four, and
two should say that Seisin was delivered, and
the other two say not, in such case the Law
could not have its course, &c.

Vide postea for a Deed of Feoffment and
Re-feoffment.

A Deed of Feoffment upon Condition of
Payment and Non-payment of Money,
with a Letter of Attorney.

S Ciant (Et.) Quod nos W. C. Miles ac
Alberic Civitas Londini W. W. Cle-
ricus Vicar Ecclesie parochialis de R. in
Com E. & C. de. et. dimissim⁹, tradidim⁹,
liberavimus, & hac p̄senti Charta nostra
indentata confirmavim⁹, W. W. J. W. &
W. W. omnia illa terras & tenementa red-
ditus & servitia cum omnibus & singulis
suis p̄tind vocat B. situae jacent & ex-
istend in vill & parochia de C. p̄dict: Que
nos p̄dict W. C. W. W. & C. C. nuper con-
junctim habuim⁹ nobis, heredi & assigno
nris imp̄petuum, ad usum mei p̄dicti W. C.
heredi

Partia

Conveyance

Parochia

Hered.

Condition.

heredi assignat meo, ex dimissione, trans-
 ditione, liberatione & Charta confirmat-
 rione J. H. de B. p̄dict: Habendi & Co-
 nendi oīd p̄dictas terras & tenita redditus
 servitia et omnibus & singulis suis po-
 nentis p̄dictae D. M. J. H. & W. H. heredi
 & assignis suis imperpetuum de Capitali-
 bus (et.) sub forma & Conditione sequen-
 tis. Quod si p̄dictae H. M. bene & fideliter
 solvat aut solvi faciat mihi p̄dictae W. &
 aut meo certo Attornato seu Executoribus
 meis 10 l. sterling in forma sequenti, videlicet,
 in die consecrationis presentium 5 s.
 & 4 d. Et in festo Pasche primo futuro po-
 stea presentium 13 s. & 4 d. in festo Purifica-
 tionis Beate Marie Virginis tunc primo se-
 quenti 10 Marcas q̄d tunc p̄sens Charta
 nostra indentata & seisinā super eandem
 liberata & habita in omnibus ear' robore
 permaneat & virtutibus imperpetuum. Et
 si defectus fiat in aliqua solutione dicta
 triū solutionū in parte vel in toto, contra
 formam p̄dictae, q̄d tunc bene licebit nobis
 p̄dictae W. C. W. M. & C. C. & heredibus
 nostris in omnibus p̄dictae teneis & tenementis
 et ceteris p̄missis & suis pertinentiis, &
 qualibet inde parcella integre re-intrare
 & illas ut in pristino statu nro rehabeant
 retinere & possidere, presenti Charta inden-
 tata & seisinā super eandem liberata & ha-
 bita in aliquo non obstante.

Letter of
 Attorney from
 two Feoffors
 to the third,
 for Possession
 and Seisin.

Ac insuper Poveritis nos p̄dictae W. M.
 & C. C. fecisse, ordinasse & loco nostro posuisse
 dilecti Nobis in Christo p̄dictae W. C. nru-
 verum & legitimū Attornatū ad deliberandū
 tam vice & nominibus nris, & p nobis (q̄d
 hic

vice & nomine suo proprio, & p seipso)
 p̄lat. H. ap. J. H. & W. H. heredi & assignis
 suis plenam & pacificam possessionem &
 seisinam, de & in omnibus p̄dictis terris &
 tenementis, redditibus & servitiis cum suis per-
 tinentiis, secundum vim, formam, tenorem
 & effectum presentis Chartę nre indentatę.
 Statum & gratum habendū & habiturū totū
 & quicquid dicitur. Itaque noster, tam nomi-
 nibus nostris qm nomine suo proprio fecerit,
 de & in deliberatione Reine p̄dicte,
 aut ibidem presentes p̄sonaliter interesse-
 mus. In cuius rei Testimoniū uni parti
 presentis Chartę nre indentę penes p̄-
 lat. H. ap. J. H. & W. H. remanen' nos p̄dicti
 W. C. W. W. & C. C. Sigilla nostra appo-
 suimus, alteri vero inde parti penes nos
 residen' p̄dicti H. ap. J. H. & W. H. Si-
 gilla sua apposuerunt. Datum (Et.)

A Feoffment to the Use of the Vendee, if he
 save his Sureties harmless against the Ven-
 dor; and if not, then to the Use of such
 of the Sureties as shall not be saved harm-
 less.

SCiant (Et.) Quod ego E. ap. in comple-
 mentum & performationem cuiusdam
 barganie & venditionis per me quibusdam
 R. B. & C. uxori ejus nuper factę, nec-
 non ad instantiam & specialem requisitionē
 ipsorum R. B. & C. vendidī, dedi, concessi,
 liberavi, feoffavi, & hac presentē Charta mea
 indentata confirmavi p̄dicto R. B. & C.
 uxori ejus J. R. & C. S. totum illud (Et.)
 que ego p̄dicte E. ap. nup habui mihi, heredi
 &

& assignat meis, ad solum opus & usum
 mei ipsius E. M. heres & assignatorum meo-
 rum, ex dono, concessione, & Charte con-
 firmatione T. M. & H. M. prout p quan-
 dam Chartam (sc.) habens & Tenens
 predice (sc.) pzelae R. B. & E. uxori eius
 heres & assignatis suis ad opus & usum,
 ac sub Conditione sequenti, videlicet, Quod
 si pbia' R. B. & E. uxori' eius heres vel
 Execut' sui exoneraverint aut indenes con-
 servarint, vel exonerari, vel indenes con-
 servari fecerint, vel unius eorum exonerabit aut
 indenes conservaverit, vel exonerari aut
 indenes conservari fecerint J. A. C. S. & E. B.
 Heres, Execut' & Administrat' suos & eorum
 quemlibet, erga me pzelae E. M. Execut'
 Administrat' meos, & alios quoscumque, de
 p legalibus scripsit Obligar, gerens da-
 die dae huius presentis Charte. In quibus
 predia' R. B. J. A. C. S. & E. B.
 conjunctim & divisim tenentur & obligan-
 tur mihi prenominato E. M. p debito antea
 dicti R. B. ac p perquisitione premissa
 quolibet eorumdem scriptorum Obligatorum
 in summa 40 Marc indoscat cum Condi-
 tione p solutione (sc.) legal (sc.) ad festum
 (sc.) annuatim solvend, prout per
 script predia' manifestius declaratur, &
 de & p omnibus pecuniarum summis in
 supradicta' scripsit Obligar, & eorum quolibet
 specificat, Quod tunc predia' R. B. & E.
 uxori' eius J. A. C. S. & E. B. & heres sui
 erunt seque, de & in dicto Messuagio cum
 edificiis, gardin' & omnibus pertinentiis
 suis ad solum opus & usum predicatorum
 R. B. & E. uxori' eius, & heres suorum;
 Et

Et tunc preſens Charta mea indentata & ſeiſina, de & in premiſſis cum ſuis ptinen-
 liberac & capta, ſicme ſunt & ſtabiles ad
 ſolum opus & uſum predia R. B. & E.
 uroꝝ ejus, hered' & assignatoꝝ ſuoꝝ
 imperpetuū per preſentes, &c. Et ſi con-
 tingat predia R. B. & E. uroꝝ ejus he-
 red', Execut' & Assignac ſui minime ero-
 nerare aut indemnes conſervare, nec ero-
 nerari aut indemnes conſervari ſacere pre-
 dia J. A. C. S. & E. B. hered', Executores
 & Adminiſtratoꝝ ſuos, & eoꝝ quemlibet,
 erga me preſae E. M. Executores & Ad-
 miniſtratoꝝ meos, & alios quocunq, de
 & p prediſ ſcriptis Obligac, & eoꝝ
 quolibet, ac de & p omnibus dictis pecu-
 niarum ſummis in eiſdem ſcriptis Obligac,
 & eoꝝ quolibet ſpecificat, quod tunc
 predia R. B. & E. ur' ejus, J. A. C. S.
 E. B. & heredes ſui erunt ſeiſit', de & in
 predia' (&c.) tantum ad ſolum opus &
 uſum talium vel humodi eoꝝ J. A. C. S.
 & E. B. hered' & assignat ſuoꝝ, qui vel
 quozd hered', Execut' vel Adminiſtrac p
 predia' ſcripſe Obligac, aut eoꝝ aliqua
 verati, moleſtari, aut indemnes non con-
 ſervari contingent: Et ego predictus E. M.
 & heredes mei predia' (&c.) preſae R. B. &
 E. uroꝝ ejus J. A. C. S. & E. B. hered' &
 assignatis ſuis ad uſum predictam, contra
 me & hered' meos warrantabimus & in
 perpetuum defendemus per preſentes. In
 cuius rei Teſtimoniū utriq, parti harum
 Chartarū indentat, ego predictus E. M.
 Sigillum meū appoſui. Dat, &c.

A Pooffment to the intent to Re-afeoff.

SCiant (cc.) Quod ego W. C. dedi (cc.) DD. B. totum illud Meffuagium (cc.) habend' (cc.) prefat' W. B. & heredibus suis (cc.) ad eam intentionem, quod idem DD. B. aut heredes sui infra decem dies proximo sequent' post datu' huius prefentis Charte mee, re-afeoffabit seu re-afeoffari faciet me prefat' W. C. ac quosdam J. & A. C. (quam quidem A. idem J. (Deo favente) ducit in uxor,) de & in predia Meffuagio (cc.) habend' (cc.) mihi prefat' W. C. & assignatis meis ad solum usum mei ipsius W. p. termino vite mee, absque impetione alicujus vassii. Et post decessum mei ipsius W. tunc habend' & tenend' predict' Meffuagium (cc.) prefat' J. & A. & eorum utriusq. diutius viventi & hered' masculis de corpore ipsius J. & A. procreant' ad solum usum ipsorum J. & A. & eorum utriusq. diutius viventis & hered' masculini de corpore dict' J. legitime procreant'. Itaque p. defectu' hered' masculini de corpore dict' J. legitime procreant' predict' Meffuagium (cc.) post decessum ipsorum J. & A. integre remanet mihi prefat' W. & hered' meis impetuum (cc. ut in aliis Chartis.)

A Re-afeoffment.

SCiant cc. Quod nos E. P. & DD. S. ad specialem instantiam J. W. dimissim' tradidimus, seoffavimus, liberavimus, & hac presenti Charta nostra confirmavimus eidem

eidem J. ac W. uxori ejus totid illud Mes-
suagiu (Ec.) Quod quidem Mesuagiu
ad p̄bitis duobus acris terre ad pertinen-
tiis, nos p̄nominati T. D. & W. S.
nuper conjunctim habuimus nobis & he-
red nostris imperpetuum ex dono, con-
cessione, feoffamento, & Charte confirma-
tionis p̄biti J. W. p̄out in quedam Charta
eius datum est primo die Augusti ulte-
rioris, ante hac p̄sentium inde nobis con-
ferat plenius apparet. Habend (Ec.) In
eius rei Testimonium, &c.

These Latin Presidents shall suffice to
shew the Nature of such ancient Feoff-
ments.

Feoffments in English.

This Indenture, &c. Between A. B. of, &c.
of the one part, and C. D. and E. F. of, &c.
of the other part, Witnesseeth, That the said A.
B. for and in Consideration of a Marriage, &c.
and for Settlement in Name and Blood, &c.
Hath granted, aliened, enfeoffed, released
and confirmed, and doth by these Presents,
grant, alien, enfeoff, release and confirm
unto the said C. D. and E. F. their Heirs and
Assigns for ever, all that Mannor. (Ec.) And
the Reversion and Reversions, Remainder
and Remainders thereof, and of every part
thereof, and all and every the Rent and Rents
thereupon reserved, due or payable, or upon
any part thereof: To have and to hold the
said Mannors, &c. unto the said C. D. and
E. F. their Heirs and Assigns for ever, to the
several uses, intents and purposes, and under
the

Preamble of a
Feoffment in
English;
to Use.

The Att of Conveyancing.

the several Proviso's, Conditions and Limitations hereafter, in and by these Presents expressed, limited and declared, and for none other use, intent or purpose whatsoever; That is to say (&c.)

See after for Uses, & *vide le Table.*

Here follow some proper Covenants for English Feoffments.

Covenant for
quiet Enjoy-
ment.

And that the said R. A. his Heirs and Assigns, Farmers and Tenants, and every of them, shall or lawfully may from time to time, and at all and every time and times hereafter for ever, freely quietly and peaceably have, hold, occupy possess and enjoy all and singular the said Manor, Lordship, Advowson, Rectory, Melluages, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their Appurtenances; and all and every of the Rents, Revenues, Issues, Profits and Commodities thereof, and of every part and parcel thereof, coming, arising and growing, to have and take, without any manner of let, suit, trouble or vexation whatsoever of the said D. his Heirs or Assigns, or of any other person or persons whatsoever, any thing having, or lawfully claiming in the said Premises, or any part or parcel thereof, by, from or under him the said D. D. or the said Sir D. D. late Grandfather of the said D. D. or any other of the Ancestors of him the said D. D. or any of them, other than of the Persons and Lessees whose Estates and Interests are hereafter

Against such as
claim under
him or his
Ancestors.

hereafter in these Presents excepted, for and in respect only of the said Estates and Interests so excepted, and not otherwise.

Exceptions of Interests.

That the Premises are free from Incumbrances.

And also that the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned or intended to be granted as aforesaid, and every part and parcel thereof, with all and singular their and every of their Appurtenances, now are, and from henceforth for ever hereafter shall remain, continue and be unto the said R. A. his Heirs and Assigns clear and free, and freely, clearly and absolutely acquitted, freed, exonerated, and discharged of, and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joynitures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrerages of Rents, Issues, Fines, Post-fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes, Merchant and of the Staple; And all Debts of Record, Extents; Liberaties, Seisures, Sequestrations, Decrees; Charges, Titles, Troubles, Forfeitures and Incumbrances whatsoever, had, made, committed, done, knowledged or suffered, or caused to be had, made, committed, done, knowledged, or suffered by the said D.D. or by the said C. D. late Father of the said D.D. or by the said D. D. Grandfather of the said D.D. or by any other of the Ancestors of the said D. D. or by any other Person or Persons whatsoever, by, or with their, or any of their means, consent, act, privity,

Notwithstanding the Act of him, or his Ancestors, &c. or under them.

I know-

The Estates
excepted.

Rents reserved
thereon.

That the Rents
shall be to the
Feoffee during
such Estates.

A several Co-
venant to levy
a Fine.

knowledge or procurement, (one Lease by Indenture dated the (&c.) made by the said D. D. unto one H. E. for a Term of years, whereof three years only or near thereabouts are yet to come and unexpired, of, and in a certain Close called (&c.) (parcel of the Premises hereby granted, or mentioned to be granted) at and under the yearly Rent of 5 l. payable during all the said Term at such days, as are therein mentioned; And one other Lease by Indenture, bearing Date the (&c.) whereby one parcel of Land called (&c. containing (&c.) (parcel of the Premises hereby granted, or mentioned to be granted) is demised unto T. N. for the Term of (&c.) years, from the Feast of (&c.) next ensuing the Date of the said Indenture, at and under the yearly Rent of 10 l. for the first three years of the said Term, and 12 l. for and during all the rest of the said Term, payable at such days as is therein mentioned; And one other Lease by Indenture (&c.) only excepted and foreprized all which said several yearly Rents of 5 l. 10 l. 12 l. &c. in the said several Indentures of Lease, shall continue and become due and payable to the said R. A. his Heirs and Assigns during the continuance of the said several Leases respectively.

And the said D. D. for himself, and E. his Wife, and for his Heirs, Executors and Administrators, and the said J. D. for himself, his Heirs, Executors and Administrators, and the said D. D. for herself, her Heirs, Executors and Administrators, severally and not joyntly, nor one for another, or for the

Act

Ch.4. Of feoffments.

As of the other, but for their own Acts only, do Covenant, Promise, Grant and Agree to, and with the said R. A. his Heirs and Assigns by these Presents, That they the said D.D. and E. his Wife, J.D. and D. shall, and will at the proper Costs and Charges in the Law of the said R.A. his Heirs or Assigns, or one of them, on this side, and before the end of *Easter Term* next, and immediately ensuing the Date of these Presents, acknowledge and levy in due form of Law, according to the Laws and Statutes of *England*, one Fine, *sur Conusans de droit come ceo que il ad de leur done, &c.* to be engrossed, recorded, and sued forth with Proclamations, according to the Laws and Statutes of *England*, in such case made and provided, and according to the usual course of Fines, in such case used and accustomed, unto the said R. A. and his Heirs, Of all the said Manor (&c.) hereby granted or mentioned to be granted, and of every part and parcel thereof, with their and every of their Appurtenances: Which Fine shall be and enure, and shall be adjudged, construed, expounded, deemed and taken to be and enure, and is by these Presents; and by all the said Parties to these Presents, declared and agreed to be and enure, To the only and proper use and behoof of the said R.A. and his Heirs and Assigns for ever; And to no other use, intent or purpose whatsoever.

And it is further covenanted, concluded and agreed by, and between the said Parties to these Presents. That after the said Fine so levied as aforesaid, one Recovery, in the

Covenant to
suffer a Reco-
very against
the Feoffees.

nature of a Common Recovery, or Recoveries for Assurance of Lands, shall in due form of Law be had, executed and perfected against him the said R. A. of all the said Manor (&c.) whereof the said Fine shall be so levied as aforesaid; And the said D. D. for himself, his Heirs, Executors and Administrators doth Covenant, Grant and Agree to, and with the said R. A. his Heirs and Assigns, by these Presents, That the said D. D. and his Heirs shall and will, at the proper costs and charges of the said R. A. his Heirs or Assigns, or some of them, before the end of *Easter* Term next ensuing the date hereof, do and suffer to be done, all and every such Act and Acts, whereby a Common Recovery as aforesaid may be had, prosecuted, executed and perfected upon a Writ of Entry to be had, and brought in the name of the said R. A. or of some other Person or Persons in that behalf to be nominated by the said R. A. against the said R. A. and his Heirs, of the Manor (&c.) with their and every their Rights, Members and Appurtenances intended to be comprised in the said Fine, with Voucher over to the said D. D. The said Fine and Recovery and Recoveries, and every of them to be by such name and names, quantity and number of Acres, and with such Voucher or Vouchers over, and in such manner and form as by the said R. A. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised or advised and required.

As the Feoffee
shall direct.

And

And the said D. D. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth farther Covenant, Promise and Grant to and with the said R. A. his Heirs and Assigns and every of them by these Presents, That the said D. D. and E. his Wife, and the Heirs and Assigns of the said D. D. and all every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any time or times hereafter have or lawfully claim any Estate, Right, Title or Interest, of, in or to the Premises hereby granted or mentioned to be granted, or of, in, or to any part or parcel thereof, by, from or under the said D. D. or the said C. D. Father of the said D. D. or the said Sir D. D. Grandfather of the said D. D. or any other of the Ancestors of the said D. D. or by, from or under any of them (other than the Persons and Lessees, and their Assigns, whose Estates and whole Interests are before in these Presents excepted, for, and in respect only of the same Estates and Interests so excepted) shall and will from time to time, and at all and every time and times hereafter, within the space of seven years next ensuing the Date of this present Indenture; at and upon the reasonable request, and proper costs and charges in the Law of the said R. A. his Heirs and Assigns, or some of them, do, make, levy, execute, acknowledge and suffer, and cause to be done, made, levied, executed, acknowledged and suffered, All and every such farther, and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances,

Covenant for
further assurance.

Within 7 years

As the Feoffee
or his Council
shall devise, &c.

Parties not to
Travel above
20 Miles.

ces, Conveyance and Conveyances in the Law whatsoever, for the farther, better and more perfect Assurance, Surety, Suremaking, Conveying, Setling, Establishing, or Confirmation of the said Manor (&c.) and all and singular, other the said Premises hereby granted or mentioned to be granted, or any of them, and of every or any part or parcel thereof, with all and singular, their and every or any of their Appurtenances, unto the said R. A. his Heirs and Assigns, be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds indented, or Pole, inrolled, or not inrolled, Common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every, or any of the said ways and means, or by any other ways and means in the Law whatsoever, as by the said R. A. his Heirs or Assigns, or by his or their Council learned in the Law shall be reasonably devised, advised or required, So as the said farther assurances so to be made, or any of them, do not, nor shall contain any farther or other Warranty, or Covenants for enjoying, than only against the Parties thereunto respectively, and their respective Heirs, and touching, and concerning A&Ts and Deeds done or suffered by them or any of them, And so as for the making, knowledging and executing of such farther Conveyances and Assurances, or any of them, the Persons that shall be required to make or execute the same, be not compelled or compellable to Travel for the doing thereof above the space of twenty Miles from his, her or their place
of

of Habitation or Aboad, at the time of such request to be made as aforesaid,

And it is hereby covenanted, granted, concluded and agreed by and between the said Parties to these Presents, for them and their Heirs, And they do hereby publish and declare, That the said Common Recovery herein before covenanted, to be had and executed against the said R. A. and all and singular other Fine and Fines, Common Recovery, and farther Assurances and Conveyances whatsoever herein before covenanted to be made, done, levied, executed or acknowledged, and every of them, and all and singular other Fine and Fines, Recovery and Recoveries, and other Assurance and Assurances whatsoever of the said Premises hereby granted, or mentioned to be granted, and every or any part or parcel thereof hereafter to be had, made, levied, executed or acknowledged between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties, shall be and inure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; And that all and every Person and Persons which now stand and be seised, or which shall at any time or times hereafter stand and be seised of the Premises hereby granted, or mentioned to be granted, or any part or parcel thereof, shall stand and be seised thereof, and of every part and parcel thereof; To the only proper use and behoof of the said R. A. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever.

That the Fine, Recovery and all Assurances shall enure to the Feoffee and his Heirs.

I 4

And

Letter of At-
torney to take
Possession, and
Delivery, of
Seisin.

And for the better Execution of these Presents, the said D. D. hath constituted, appointed, and in his place and stead put; And by these Presents doth constitute, appoint, and in his place and stead put the said W. H. his true and lawful Attorney for him, and in his name, place and stead, to enter into the said Manor (&c.) and all, and singular other the Premises hereby granted, or mentioned to be granted, or any part or parcel thereof, in the name of the whole, and quiet, and peaceable Possession and Seisin thereof, and of every part and parcel thereof, or of any part and parcel thereof, in the name of the whole, for, and in the name of the said D. D. to have and to take, And after such Entry had and made, and Possession and Seisin so had and taken as aforesaid, to deliver, quiet and peaceable Possession and Seisin thereof, and of every part and parcel thereof, or of any part or parcel thereof, in the name of the whole unto the said R. A. or his certain Attorney or Attorneys in that behalf, lawfully authorised to take and receive the same; To be had and held according to the Tenor, Form and effect of these Presents, and whatsoever the said Attorney of the said D. D. shall do in the Premises, he the said D. D. doth, and shall hereby ratifie, confirm and allow, as fully as if the said D. D. had been present, and done the same in his own person. In Witness, &c.

Aliter, Cove-
nant, how a
Fine shall
enure.

And it is also covenanted, concluded and agreed by, and between the said Parties to these Presents, for them and their Heirs, and all the said Parties to these Presents do hereby declare,

declare, That the said Fine or Fines herein before covenanted to be levied as aforesaid, and all and every other Fine and Fines whatsoever to be had and levied by, and between the said Parties to these Presents or any of them, or whereunto they or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed, and taken to be, and enure; And that the Conusee or Conusees in the said Fine or Fines, and all and every other Person and Persons whatsoever, that by force and virtue of the said Fine or Fines, or any other Fine or Fines shall be seised of the Premises, or any part thereof, shall stand and be seised thereof, and of every part and parcel thereof, To the only use and behoof of the said H.E. his Heirs and Assigns for ever, and to, or for no other use, intent or purpose whatsoever.

And Lastly, It is fully concluded and agreed upon, by and between the said Parties to these Presents, and the true intent and meaning of them, and every of them, and of these Presents is: And the said Sir J. P. and W.R. do hereby expressly declare the same so to be. That they the said Sir J. P. and W. R. do accept, and take the said two parts of the said Lands and Premises above mentioned, to be hereby granted as an adventure upon their own Perils, and not otherwise, and do so buy and purchase the same. And therefore the said Sir J. P. for himself, his Heirs, Executors and Administrators, and the said W. R. for himself, his Heirs, Executors

A Covenant,
that the Feof-
ees take the
Premises as
adventure.

Several Cove-
nant.

tors

The Art of Conbepancing.

And that there-
fore, if they be
molested other-
wise than by
the Feoffor
his, &c.
the Feoffor
not to be
chargable, &c.

tors and Administrators, each of them severally and not joyntly, nor one for the other, or for the A&s of the other, or of the Heirs, Executors or Administrators of the other, but for their own A&s only, do hereby Covenant, Promise and Grant, to and with the said E. C. his Heirs and Assigns, That in case they the said Sir J. P. and W. R. or either of them, their, or either of their Heirs or Assigns, shall at any time, or times hereafter be disturbed, troubled, molested, hindred, interrupted, or debarred, in, or from obtaining the Possession or Profits of the said Premisses hereby granted, or mentioned to be granted, or any part or parcel thereof, or in the Possession or Enjoyment of the same, by any Person or Persons, or by any ways, means or occasion whatsoever. Except by the said E. C. his Heirs or Assigns, or any Person or Persons claiming by, from or under him or them, or by any act or thing, done or to be done, or wittingly, or willingly permitted, or suffered to be done by him, or any of them. That then, and in such Case they the said Sir J. P. and W. R. their Heirs and Assigns, shall and will bear and sustain all and every such losses, prejudice and damages as shall thereby come or arise. And that the said E. C. his Heirs and Assigns, or any of them, shall not be therefore questioned or sued by the said Sir J. P. and W. R. or either of them, their, or either of their Heirs, Executors or Assigns, nor be liable or compellable either in Law or Equity, to recompence, satisfie, or make good any man-

manner, or kind of loss, damage or detriment which shall thereby happen, arise or come unto, or be sustained by the said Sir J. P. and W. R. or either of them, their, or either of their Heirs or Assigns; these Presents, or any thing herein, or in the said Indenture of Lease, or either of them, contained to the contrary thereof in any wise notwithstanding.

And the said C. for himself, his Heirs, Executors, Administrators, &c. doth Covenant, Promise and Grant to, and with the said R. Y. and J. P. their Heirs and Assigns, by these Presents, That he the said C. D. his Heirs and Assigns, shall and will from time to time, and at all times within the space of seven years next ensuing the Date hereof, at and upon the reasonable request, and proper costs and charges in the Law of the said R. Y. and J. P. their Heirs and Assigns, or some of them surrender by himself, or by some other Person or Persons on that behalf, lawfully authorised by Letter of Attorney, according to the custom of the said Manor, into the Hands of the Lord or Lords of the Manor of M. for the time being, all such, and so much of the said Messuages, Land and Premises as are Copyhold, or of the nature of Copyhold, To the use of the said R. Y. and J. P. their Heirs and Assigns for ever.

Covenant, that the Feoffor will surrender such part of the Premises as are Copyhold, to the use of the Feoffees.

This Indenture made, &c. between D. G. of (&c.) Gent. H. G. of (&c.) Brother parts. of the said D. G. and J. G. of (&c.) N. Sister of the said D. and H. of the first part, R. S. of (&c.) Esquire of the second part, and T. W.

Consideration.

Receipt.

Conveyance.

Of a Manor
and Lordship.Advowson of
Rectory.View of Frank-
pledge.
Mansion-house,
&c.

Lands, &c.

Rectory and
Tithes.

W. of L. Gent. of the third part witnesseth,
That the said D. G. for and in Consideration
of the Sum of (&c.) to him in hand paid by
the said R. S. at or before the Sealing and De-
livery of this present Indenture; the Receipt
whereof the said D. G. doth hereby acknow-
ledge, and thereof, and of every part and
parcel thereof, doth clearly and absolutely
acquit, exonerate and discharge the said R. S.
his Executors and Administrators for ever,
by these Presents, hath granted, bargained,
sold, aliened, enfeoffed and confirmed, and,
by these Presents, for him and his Heirs, doth
clearly and absolutely grant, bargain, sell,
alien, enfeoff and confirm unto the said R. S.
his Heirs and Assigns, all that the Manor or
Lordship of (&c.) with the Rights, Members
and Appurtenances in the County of D. And
the Advowson and Right of Patronage, of,
and unto the Rectory of F. in the said County
of D. and View of Frankpledge, within the
said Manor and Parish of F. or either of them,
and all that Capital Messuage or Mansion-
House commonly called H. in F. aforesaid, and
all Edifices, Buildings, Orchards, Gardens,
Backsides, Courts, Curtilages and other Appur-
tenances thereunto belonging, or therewith
enjoyed. And also all those Fields, Closes,
Lands, Tenements and Hereditaments called
or known by the several names of (&c.)
And also all that Rectory or Parsonage, im-
propriate of the Church of F. aforesaid. And
all Glebe Lands, Tithe (as well great as
small) Portions, Pensions, Oblations, Obven-
tions, Profits, Fruits and Emoluments what-
soever

ses hereby granted, or mentioned to be granted or any of them: And also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever, of the said D.G. of, in and to the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses whatsoever, hereby granted, bargained and sold, or mentioned, or intended to be granted, bargained or sold, or any of them, and of, in and to any part or parcel thereof: And all and every the Deeds, Charters, Writings, Evidences, Testaments, Court Rolls, Court Books, Rentals, Surveys, Boundaries, Counterparts of Leases, Fines, Chyroglyphs of Fines, Exemplifications of Fines, and of Common Recoveries. And of all Right and Title &c.

And of other Records, Escripts and Muniments whatsoever touching, or in any wise concerning the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses whatsoever, hereby granted or mentioned to be granted, or any of them, or any part or parcel thereof, and do not concern any other Lands, Tenements or Hereditaments of the said D.G. All which, or so many of them as the said D. G. hath in Possession or Custody, or which any other Person or Persons have, or hath in his or her Hands, Custody or Possession, by the Delivery of the said D. G. or for him, or for his use, and which the said D.G. can or may lawfully have, obtain, get or come by, without Suit in Law; Together also with true Copies of all such other Deeds, Evidences and Writings as do touch, or concern

Which he can get, or come by without Suit, &c.

The Art of Conveyancing.

And true Copies, &c.

To be delivered by a Day.

Uncancelled, &c.

Habendum.

To the Feoffee and his Heirs for ever.

cern the Premises hereby granted, or mentioned to be granted, or any of them, or any part thereof, joyntly with any other Manor, Lordships, Lands, Tenements or Hereditaments of the said D.G. (the said Copies to be made and written, at the only and proper Costs and Charges of the said R. S. his Heirs or Assigns.) And the said D.G. doth for himself, his Heirs, Executors and Administrators Covenant, Promise, Grant and Agree, to and with the said R. S. his Heirs and Assigns by these Presents, That he the said D.G. his Heirs, Executors or Administrators, shall and will deliver, or cause to be delivered unto the said R. S. his Heirs or Assigns, the said Deeds, Writings and other Evidences, upon reasonable request in that behalf to be made, on or before the (&c.) now next coming after the date hereof; safe, whole, undefaced and uncanceled, and in their full force, and in as good case and plight, as the same now are at the time of the Sealing and Delivery of this present Indenture; To have and to hold the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, bargained and sold, or mentioned, or intended to be granted, bargained or sold; and every part and parcel thereof, with all and singular their, and every of their Appurtenances, unto the said R. S. his Heirs and Assigns, To the only use and behoof of the said R. S. his Heirs and Assigns for ever, absolutely, without any manner of Condition, Redemption or Revocation in any wise howsoever.

And

And the said D. G. and his Heirs, the said Warranty.
 Manor, Lordship, Advowson, Rectory, Messu-
 ages, Lands, Tenements, Hereditaments, and
 all and singular other the Premisses hereby
 granted and sold, or mentioned to be granted
 or sold, and every part and parcel thereof,
 with all and singular their and every of their
 Rights, Members and Appurtenances unto
 the said R. S. his Heirs and Assigns, against
 him the said D. G. his Heirs and Assigns, and
 every of them, and against all and every Per-
 son and Persons claiming by, from or under
 them or any of them, or by, from or under
 R. G. deceased, late Father of the said D. G.
 or by, from or under Sir W. G. deceased,
 late Grandfather of the said D. G. and against
 all and every of them, shall and will War-
 rant, and for ever defend by these Presents;
 And the said D. G. for himself, his Heirs, Ex-
 ecutors, Administrators and Assigns, and for
 every of them, doth Covenant, Promise and
 Grant, to and with the said R. S. his Heirs and
 Assigns by these Presents, in manner and form
 following.

That is to say, That he the said D. G. at Covenant that
 and immediately before the Sealing and De- he is true pro-
 livery of this present Indenture, (for and not- prietor of the
 withstanding any act, or thing by him the Premises.
 said D. G. or by the said R. G. late Father of
 the said D. G. or by the said Sir W. G. late
 Grandfather of the said D. G. or by any of
 them, or by any other of the Ancestors of
 the said D. G. or by any other Person or Per-
 sons, by or with their, or any of their Privi-
 ty or Consents done, or suffered to the con-
 trary) is the sole, true and lawful Owner and

K

Pro-

The Art of Conveyancing.

And lawfully
seised.

And so shall
continue.

Until the Estate
is perfected to
the Feeoffice.

And hath good
power to con-
vey to the Fe-
office.

Proprietor of the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses, hereby granted or mentioned to be granted, and of every part and parcel thereof with the Appurtenances; And is solely, lawfully, right-fully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, or Fee-tail, without any manner of Condition, Contingent, Proviso or Limitation of use or uses, or other restraint, matter or thing, to determin, alter or change the same; And that he shall continue so seised thereof, and of every part and parcel thereof, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in the said R. S. and his Heirs, according to the intent and true meaning of these Presents.

And that the said D. G. (for and notwithstanding any act, or thing heretofore done or suffered as aforesaid,) now hath good right, lawful and absolute power and authority in himself to Bargain, Sell, Grant, Alien, and convey all and singular the said Manor, Lordship, Advowson, Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses, hereby granted or mentioned to be granted, as aforesaid, and every part and parcel thereof, with the Appurtenances unto the said R. S. his Heirs and Assigns in manner and form aforesaid.

Note, A Letter of Attorney to deliver Possession, &c. may be added here, or made by it self for that purpose.

Or

Or the Deed may be Inrolled and take effect that way, &c.

This Indenture, &c. * Between A. B. of the one part, and G. D. and E. F. of the other part : Whereas the said A. B. did by his Indenture of Feoffment bearing Date the (&c.) made between the said A. B. of the one part, and the said G. D. and E. F. of the other part, Give, Grant, Alien, Enseoff, and Confirm unto the said G. D. and E. F. and their Heirs, all that Messuage or Tenement, and Lands (&c.) and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof ; And all the Estate, Right, Title, Interest, Possession, Property, Glaim and Demand whatsoever, of him the said A. B. of, in and to the same, and of, in and to every part and parcel thereof ; To have and to hold the said Messuage or Tenement, Lands, Hereditaments, and all and every other the Premisses, with their and every of their Appurtenances, unto the said G. D. and E. F. their Heirs and Assigns for ever : Now witnesseth this present Indenture, And it is hereby declared, That the true intent and meaning of the said A. B. and of all the Parties to the said recited Indenture, or Deed of Feoffment, and to these Presents was, and yet is, that the said Deed of Feoffment, and the full force, effect, and execution thereof, should and shall be, and inure, of, for touching, and concerning all and every the said Messuage, Lands, Tenements and Hereditaments, with their and every of their Appurtenances ; To the uses, intents and purposes, and under the Provisos, Conditions

* Deed to lead the uses of a former Feoffment.

The Art of Conveyancing.

and Limitations hereafter mentioned and expressed ; And the said Feoffees, their Heirs and Assigns, should, and shall stand and be seised thereof, and of every part and parcel thereof with the Appurtenances, to the same uses, intents and purposes, and to no other use, intent or purpose whatsoever ; That is to say, to the use of, &c. [Here declare the uses.] In witness, &c.

A Feoffment, Bargain or Sale of House and Land.

Parties.

Considerations.

Receipt.

Conveyance.

Parcels.

General words.

This Indenture made (&c.) Between H. F. of (&c.) of the one part, and R.G. of (&c.) of the other part. Witnesseth, That the said H.F. for and in Consideration of the Sum of (&c.) to him in hand paid, at and before the enfealing and delivery of these Presents by the said R.G. the Receipt whereof he doth hereby acknowledge, and thereof by these Presents doth acquit and discharge the said R.G. his Executors and Assigns ; Hath, given, granted, aliened, bargained, sold, enfeoffed and confirmed, And by these Presents doth fully, clearly and absolutely, Give, Grant, Bargain, Sell, Alien Enfeoff and Confirm unto the said R. G. his Heirs and Assigns for ever, all that Messuage (&c.) with all its Rights, Members and Appurtenances ; Together with all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backsides, Easements, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Ways, Profits, Common of Pasture, Hereditaments and Appurtenances whatsoever, to the

the said Messuage or Tenement and Premises, or to any part or parcel thereof belonging, or in any wise appertaining; All which said Messuage, Lands (&c.) and every of their Rights, Members and Appurtenances, before, in and by these Presents mentioned, or intended to be granted, are Situate, lying and being in the Parish of B. in the County of L. and now, or late in the tenure or occupation of the said R. G. or his Assigns, And the Reversion and Reversions, Remainder and Remainders of all and singular the before mentioned Premises, and all Rent and Rents reserved upon any Grant or Grants, Demise or Demises, made of the Premises, or of any part or parcel thereof; and also all the Estate, Right, Title, Interest, Use, Possession, Property, Claim and Demand whatsoever of him the said J. F. of, in or to the same, and all Deeds, Writings, Evidences, Charters, Transcripts of Fines, Court-rolls and Muniments whatsoever, touching and concerning the Premises, or any part or parcel thereof; To have and to hold the said, (&c.) and all and singular other the Premises hereby granted, bargained and sold, or mentioned or intended to be hereby bargained and sold, with their and every of their Rights, Members and Appurtenances whatsoever unto the said R. G. his Heirs and Assigns for ever. And the said H. F. for himself and his Heirs, the said Messuage (&c.) and all and singular other the Premises, before granted, bargained and sold with the Appurtenances unto the said R. G. and his Heirs, to the only proper use and behoof of the said R. G. his Heirs and Assigns

Situation.

Reversion.

Rents.

Title.

Deeds, &c.

Habendum.

Warranty.

Covenant that
he is seised in
Fee simple.

for ever, against him the said H. F. and all other person or persons whatsoever lawfully claiming, by, from or under him, them or any of them, shall and will warrant, and for ever defend by these Presents. And the said H. F. for himself, his Heirs, Executors and Administrators, doth Covenant, Promise, Grant and agree to, and with the said R. G. his Heirs and Assigns, and every of them by these Presents, in manner and form following; (that is to say,) That he the said H. F. at the time of the enfealing and delivery of these Presents is, and until a good, pure, perfect and absolute Estate of Inheritance, of all and singular the before granted Premises, and every part thereof, shall be fully vested, settled and executed in and upon the said R. G. and his Heirs, according to the true meaning of these Presents, shall remain, continue and be seised of, and in the said Messuage (&c.) and all and singular other the Premises, in and by these Presents, granted, bargained and sold, with all and every their Rights, Members and Appurtenances, of a good, pure, perfect and absolute Estate of Inheritance in Fee simple, without any Condition, Reversion or Remainder, or Limitation of any Use or Uses, Estate or Estates, in or to any Person or Persons whatsoever, to alter, change, defeat, determine or make void the same; And that the said H. F. at the time of Enfealing and Delivery of these Presents, hath full power, good right and lawful authority to grant, bargain, sell and convey all and singular the before hereby granted, or mentioned to be granted Premises, with their and every of

Without Con-
dition or Lim-
itation.

of their Appurtenances unto the said R. G. his Heirs and Assigns; And that the said R. G. his Heirs and Assigns, and every of them shall, and may by force and virtute of these Presents, at all times hereafter lawfully, peaceably and quietly have, hold, use, occupy and possess the said (&c.) and all and singular the before granted Premisses, with their and every of their Rights, Members and Appurtenances, and have, receive and take the Rents, Issues and Profits thereof to his and their own proper use and behoof for ever, without any lawful let, suit, trouble, denial, interruption, eviction, or disturbance of the said H. F. his Heirs or Assigns, or from any other person or persons whatsoever, lawfully claiming by, from or under him, them or any of them, or by his or their means, act or consent, title, interest, privity or procurement: And that free and clear, and freely, and clearly exonerated and discharged, or otherwise from time to time, well and sufficiently saved and kept harmless by the said H. F. his Heirs and Assigns, and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Joyntures, Dowers, Title of Dower, Statutes-Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Uses, Entails, Rents and Arrearages of Rent, Forfeitures, Fines, Issues and Amerciaments, and of, and from all and singular other Titles, Incumbrances and Demands whatsoever, had, made committed, suffered, omitted or done, by the said H. F. or his Assigns, or by any other person or persons whatsoever,

Covenant for
quiet enjoy-
ment.

And that free
from Incum-
brances.

Chief Rents
excepted.

Farther assur-
ance.

Within seven
years.

By Fine or
otherwise.

soever, lawfully claiming by, from or under him, them or any of them, (the Rents and Services, which from henceforth, from time to time shall grow due and payable to the chief Lord, or Lords of the Fee or Fees of the Premises only excepted and foreprized.) And farther, The said H. F. for himself, his Heirs, Executors and Administrators doth Covenant, Promise and agree to, and with the said R. G. his Heirs and Assigns, That he the said H. F. his Heirs (&c.) and all and every other person and persons, and their Heirs lawfully having or claiming, or which shall hereafter lawfully have and claim any Estate, Right, Title, Interest or Demand, in, to, or out of the Premises, or any part thereof, by, from or under the said H. F. his Heirs or Assigns, shall and will at all times during the space of seven years, next ensuing the date hereof, and upon the reasonable request, and at the Costs and Charges in the Law of the said R. G. his Heirs or Assigns, make, do, perform, acknowledge, levy, execute and suffer, or cause to be made, done, performed, acknowledged, levied, executed and suffered, all and every such farther lawful and reasonable, Act and Acts, Thing and Things, Devise and Devises, Assurance and Conveyance in the Law whatsoever; for the farther, better, and more perfect assuring, and conveying of all and singular the before hereby granted, or mentioned to be granted Premises, with their and every of their Rights, Members and Appurtenances, unto the said R. G. his Heirs or Assigns. Be it by Fine or or Fines, Feoffment or Feoffments, Deed or Deeds

Deeds, Enrolled or not Enrolled, the Enrolment of these Presents, Recovery or Recoveries, with single or double Voucher or Vouchers, Release and Confirmation, or by all and every, or any the ways and means aforesaid, or by any other ways or means whatsoever: As by the said R. G. his Heirs or Assigns, or by his or their Council learned in the Law, shall be reasonably, devised, advised or required: So as the said J. F. his, (&c.) or such other person or persons, who shall be required to make such farther Assurance, be not compelled to Travel farther than the Cities of *London* and *Westminster*, or either of them, in or about the making thereof. And Lastly, It is covenanted, granted, concluded and condescended to, and agreed by, and between the said parties to these Presents for them, their Heirs and Assigns, by these Presents, that all Fines, Feoffments, Recoveries and Assurances in the Law whatsoever, hereafter to be had, made, levied, acknowledged, suffered, or done by, or between the said parties to these Presents or any of them, of, for, touching or concerning the said Messuage (&c.) and all and singular other the hereby before granted Premises, with their Rights, Members and Appurtenances, and every or any part thereof, shall be, and enure, and shall be construed, esteemed, deemed, judged, and taken to be and enure to the only use and behoof the said R. G. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever. In witness, &c.

To enure to the
use of the Fe-
offee, &c.

A

*A Deed of Feoffment by L. G. (&c.) to E. G.
of a Farm and Wood-ground, &c.*

Parties.

Consideration.

Receipt.

Consent.

Conveyance.

Parcels.

This Indenture made (&c.) Between L. G. of (&c.) Gent. R. A. of (&c.) Esq; and H. H. (&c.) of the one part, and E. G. of (&c.) Spinster, one of the Daughters of A. G. deceased, of the other part; Witnesseth, That for and in Consideration of the Sum of 1080 l. of lawful Money of *England* to the said L. G. in hand paid by the said E. G. at and before the Ensealing and Delivery of these Presents, the Receipt whereof he the said L. G. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate, and discharge the said E. G. her Heirs, Executors, Administrators, and Assigns, and every of them by these Presents, and of the several Sums of 5 l. of like lawful Money of *England*, to the said R. A. and H. H. in hand paid by the said E. G. the Receipt whereof they do hereby likewise acknowledge. The said L. G. and also the said R. A. and H. H. with the consent, and at the request and appointment of the said L. G. have granted, bargained, sold, aliened, enfeoffed, released and confirmed; And by these Presents, they the said L. G. R. A. and H. H. for them and their Heirs, do clearly and absolutely, Grant, Bargain, Sell, Alien, Enfeoff, Release and Confirm unto the said E. G. her Heirs and Assigns for ever, all that Messuage, Tenement and Farm with the Appurtenances, commonly called or known by the name of O. situate, lying and being in the Parish of B.

B. in the said County of L. and late or heretofore, in the Tenure or Occupation of the said L.G. his Tenant, or under Tenants; And also all that parcel of Wood and Wood-ground, with the Appurtenances commonly called (&c.) lying and being in B. aforesaid, near the said Messuage, and containing by estimation (&c.) be the same more or less, and all the Trees, Woods and Under-woods, growing in and upon the same (&c.) And also all other the Houses, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Under-woods, Wood-grounds, Moors, Marshes, Warrens, Waters, Fishings, Rents, Reversions, Services and all other Hereditaments, Easements, Commodities, and Appurtenances whatsoever, to the said Farm, Capital Messuage or Tenement, had, taken, reputed, demised, letten, used, occupied or enjoyed, lying and being within the several Towns, Parishes, Hamlets or Fields of B. and M. aforesaid, or in either of them, wherein the said L.G. hath any Estate of Inheritance; And the Reversion and Reversions, Remainder and Remainders, of all and singular the said Messuages, Lands, Tenements, Meadows, Pastures, Heath-grounds, Rents, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, and the Rents, Services and Profits to them, or any of them, incident, belonging or appertaining. And also all the Estate, Right, Title, Interest, Possession, Claim and Demand whatsoever of them the said L.G. R. A. and H.H. and every of them, of, in, or to the same

Reversion

Deeds and
Writings.

Habendum.

Warranty.

same Messuage, Lands and Premises, and every part and parcel thereof; And all and every the Deeds, Charters, Writings, Evidences, Terrares, Court-rolls, Court-books, Rentals, Surveys, Boundaries, Counterparts of Leases, Chirographs of Fines, Exemplifications of Fines and Common Recoveries, and other Records, Escripts, Muniments whatsoever, touching or concerning the said Farm, Capital Messuage, Lands, Tenements, Hereditaments and Premises whatsoever, hereby granted or mentioned to be granted, or any of them, or any part or parcel thereof; To have and to hold the said Farm, Capital Messuage and Tenement, and all other the Premises hereby granted, bargained, sold or intended to be granted, bargained and sold, and every part and parcel thereof, with all and singular their and every of their Appurtenances unto the said E. G. her Heirs and Assigns forever, to the only and proper use and behoof of her the said E. G. her Heirs and Assigns forever; And the said L. G. doth hereby grant for him and his Heirs, that he the said L. G. and his Heirs, the said Farm, Capital Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their Rights, Members and Appurtenances, unto the said E. G. and her Heirs and Assigns, and against him the said L. G. and his Heirs, and against all and every other person or persons, claiming or to claim, by, from, or under him, shall and will warrant, and for ever

ever defend by these Presents. And the said L. G. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said said E. G. her Heirs, Executors and Assigns, and to and with every of them by these Presents, in manner and form following; That is to say, That the said L. G. and the said R. A. and H. H. or some or one of them now are, or one of them now is, true or lawful Owner of all the said Capital Messuage, Farm, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, and of every part and parcel thereof, with their and every of their appurtenances. And that some of them are, or some or one of them is lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeazable Estate of Inheritance in Fee-simple, without any manner of Contingent, Trust, Proviso or Limitation of Use or Uses, or other restraint, matter or thing whatsoever, to alter, change, determine, encumber, defeat or evict the same. And that they, some or one of them, shall continue so seised thereof, and of every part and parcel thereof, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in her the said said E. G. and her Heirs, according to the true intent and meaning of these Presents. And that they the said L. G. and R. A. and H. H. or some or one of them, now have or hath good right, lawful and absolute power and authority in themselves, or in some or one of them,

That he is
true Owner, &c.

And seised in
Fee.

And hath
good Right
to convey.

The Art of Conveyancing.

Covenant for
quiet Enjoy-
ment.

Free from
Incumbrances.

them, to grant, alien and convey all and singular the said Capital Messuage, Farm, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, as aforesaid, and every part and parcel thereof, with the appurtenances, unto the said E. G. her Heirs and Assigns, in manner and form aforesaid: And that the said E. G. her Heirs and Assigns, and every of them, shall or lawfully may, from time to time, and at all and every time and times hereafter, have, hold, occupy, possess and enjoy all and singular the said Farm, Capital Messuage, Lands, Tenements, Hereditaments and Premises, hereby granted or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their appurtenance, and all and every the Rents, Issues, Profits and Commodities thereof, coming, arising and growing, have and take without any manner of let, suit, trouble, vexation, eviction, disturbance, or other hindrance or molestation whatsoever of the said L. G. R. A. and H. H. or any or either of them, their or any or either of their Heirs or Assigns, or of any other person or persons whatsoever, any thing having or lawfully claiming, by, from or under them or either of them. And also, That the same Farm, Capital Messuage, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned or intended to be granted, as aforesaid, and every part and parcel thereof, with all and singular their and every of their appurtenances, now are and be, and from henceforth and for ever hereafter

after shall remain, continue and be unto the said E. G. her Heirs and Assigns, free and clear, and freely and clearly and absolutely acquitted, freed, exonerated and discharged of and from all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joyntures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes Merchant and of the Staple, and all Debts of Record, Extents, Liberates, Seizures, Charges, Titles, Troubles, Forfeitures, Annuities and Incumbrances whatsoever, had, made, committed, done, acknowledged or suffered be the said L. G. or R. A. and H. H. or any or either of them, or any other person or persons whatsoever, by or with their or any or either of their means, consent, act, privity, knowledge or procurement. And the said R. A. and H. H. for themselves severally and respectively, and not joyntly and one for the other, but each apart for himself and his respective Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said E. G. her Heirs, Executors and Assigns, and to and with every of them by these Presents, That they the said R. A. and H. H. have not respectively done, committed, executed or suffered any act or acts, thing or things, whereby the said Farm, Capital Messuage, Lands, Tenements, Hereditaments and Premises, or any part thereof, now are, or at any time hereafter shall or may be impeached or incumbered in Title, Charge, Estate or otherwise.

Several Covenant, That they have done no act to impeach, &c.

To make further Assurance.

otherwise. And the said L.G. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said E. G. her Heirs and Assigns, and to and with every of them by these Presents; that they the said L.G. R.A. and H.H. their Heirs and Assigns, and all and every person and persons whatsoever, having or lawfully claiming, or which shall or may at any time or times, have or lawfully claim any Estate, Right, Title or Interest, of, in or to the Premises hereby granted or mentioned to be granted, or of, in or to any part or parcel thereof, by, from or under the said L.G. R.A. and H. H. or any or either of them, shall and will from time to time, and at all other times hereafter, within the space of Seven years next ensuing the date of this present Indenture, and upon the reasonable Request and at the proper Costs and Charges in the Law of the said E. G. her Heirs and Assigns, or some of them, do, make, levy, execute, acknowledge and suffer, and cause to be made, done, levied, executed, acknowledged and suffered, all and every such further and other reasonable act and acts, thing and things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect assurance, surety, sure-making, conveying, settling, establishing and confirmation of the said Farm, Capital Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or mentioned, or mentioned to

to be hereby granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every their appurtenances, unto the said E. G. her Heirs and Assigns, according to the true intent and meaning of these Presents; be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented or Poll, Enrolled or not Enrolled, the Inrolment of this present Indenture, Common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, and by all and every of the said ways and means, or by any other ways or means in the Law whatsoever, or by the said E. G. her Heirs or Assigns, as by her or their, or any of their Counsel learned in the Law, shall be reasonably devised or advised and required: So as the said further Assurance to be made, or any of them do not, nor shall contain any farther or other Warranty or Covenants for enjoying them, but only against the Parties therunto respectively, and their respective Heirs; and touching acts and deeds done or suffered by them or any of them: And so as for the knowledging and executing of such further Conveyances and Assurances, or any of them the persons that shall be required to make or execute the same, be not compelled nor compellable for the doing thereof, to travel further or elsewhere than to the City of L. or W. or one of them. *And it* To enure to the use of the Feoffee. is declared, concluded and agreed, by and between all and every of the said Parties to these Presents, That all and every Fine and Fines, Feoffment and Feoffments, Conveyances

L

ances

Letter of
Attorney for
Livery and
Seisin.

ances and Assurances in the Law; or whatsoever heretofore had, made and executed, or hereafter to be had, made, levied and executed by and between these Parties to these Presents, or any of them, or by them or any of them, with any other person or persons of the Premisses, or any part or parcel thereof, shall be and enure, and shall be judged and taken to be and enure, and meant and intended, and are hereby declared to be and enure to the use of the said E. G. her Heirs and Assigns for ever, and to and for no other use, intent or purpose whatsoever: And the said L. G. R. A. and H. H. do hereby make, constitute, nominate, appoint, and in their place and stead put W. M. of, &c. Gent. and J. K. of, &c. Gent. and either of them, their true and lawful Attorney and Attorneys, joyntly and severally for them and in their name, place and stead, joyntly or severally to enter into, and to have and take full and peaceable possession and seisin, of and in the said Farm, Capital Messuage, Lands, Tenements and Hereditaments, and of all and singular the said granted Premisses, or of some part or parts thereof in the name of the whole: And after full and peaceable possession and seisin so had and taken as aforesaid, then to deliver full, quiet and peaceable possession and seisin of all and singular the said Premisses, or of some part or parts thereof, in the name of the whole, unto the said E. G. or to her certain Attorney or Attorneys in that behalf lawfully authorized, according to the force, effect and true meaning of these Presents. And whatsoever the said

said R. G. and D. shall stand and be seised of and in the said Manor (&c.) so to be leased or granted, to the use and behoof of the same Lessees and Grantees, and every of them, and of their several Executors, Administrators and Assigns, during the Terms mentioned in such several Leases or Grants so to be made; so that the yearly Rent or Rents, mentioned or reserved by the said B. H. in such Leases, Demises or Grants be yearly paid unto the said B. H. during his life, and after his decease to such person or persons, as by the proper and true meaning of these Presents ought to have the Reversion or Remainder, Reversions or Remainders of the said Manor, Lands and Premises so to be leased or granted. Provided always, Liberty to determine the Uses, &c. That if the said B. H. by his Writing signed and sealed in the presence of three Witnesses, shall repeal, revoke or determine all or any the Uses aforesaid, or any part thereof, That then and from thenceforth the said Uses so to be repealed shall be void and of no effect, and that then the said Feoffees shall thereof stand seised to the only use of the said B. H. and his Heirs for ever. In Witness, &c.

A Limitation after an Estate for Life determined, to the use of the Feoffee for Ten years, for assuring the payment of Parsons to younger Children.

TO the use and behoof of the said R. G. To the Feoffee for life. for and during the Term of his Natural life, without impeachment of or for any manner of Waste; and from and after this

To the Feoffees
for Ten years.

After to the
eldest Son, &c.

Younger Chil-
dren to have
160 *l.* apiece,
&c.

Or a propor-
tionable part
of 1000 *l.*

the decease of the said R. G. then to the use and behoof of the said T. E. and H. S. (the Feoffees) their Executors, Administrators and Assigns, for and during the Term of Ten years, to commence immediately from and after the decease of the said R. G. upon the trust and confidence hereafter mentioned; and from and after the death of the said R. G. and determination of the said Term or Interest, to the use of N. G. eldest Son and heir apparent of the said R. G. and of the Heirs of the Body of the said N. G. lawfully begotten; and for default of such Issue, to the use and behoof of the right Heirs of the said R. G. for ever. And it is further by these Presents covenanted, concluded and declared, by and between all the said parties to these Presents; and the true intent and meaning of these Presents and of the Parties is, That all and every the younger Sons, and all and every the Daughters of the said R. G. which he shall have at the time of his decease, and shall be left unadvanced and unpreferred by the said R. G. shall have and receive every of them 160 *l.* apiece of lawful Money of *England*, so that it exceed not the Sum of 1000 *l.* in the whole: And if the same exceed the said Sum of 1000 *l.* in the whole, Then every of the said Sons and Daughters to have a proportionable part of the said Sum of 1000 *l.* which is to be paid, and share and share alike equally to be divided between them; and that the said several Sums of 160 *l.* apiece, or Sum of 1000 *l.* (which of them shall become payable, by the intent and true

true meaning of these Presents) shall be all paid to the Sons and Daughters respectively, within five years next after the decease of the said R. G. by such person or persons, which for the time being shall have the next and immediate Inheritance of the Premises, depending and expectant upon the determination of the said Term of Ten years limited to the said T. E. and H. S. And that until default shall be made of any of the said payments, which by the intent and true meaning of these Presents, are and ought to be made as aforesaid, to all and every the said Children; They the said T. E. and H. S. their Executors, Administrators and Assigns (according to the Trust aforesaid, in them and every of them reposed) shall permit and suffer the said person and persons, which for the time being shall have the next and immediate Inheritance of the Premises, from and after the determination of the said Term of Ten years as aforesaid, quietly and peaceably, from and after the decease of the said R. G. to have and keep the possession of all and every the before-mentioned Premises, and to receive and take the Rents, Issues and Profits thereof: And that in default of the payment of the said Sum or Sums, or any part thereof, it is meant and intended by all and every the parties to these Presents, That the said T. E. and H. S. and the Survivor of them, their or his Executors, Administrators and Assigns, shall enter and take the possession of the Premises, and of every part and parcel thereof, according to the limitation herein before expressed;

Within five
years.

To be paid by
him in Re-
mainder.

In default the
Feoffees to
enter.

And raise the
Money.

To be paid
with Interest.

Afterwards to
yield up to
him in Re-
mainder, &c.

expressed: And the Rents, Issues and Profits thereof shall employ and convert wholly for and towards the payment of the said several Sums of One hundred and sixty Pounds apiece to the said younger Sons and Daughters; or the Sum of 1000 *l.* to be equally divided between them (which of them shall become payable, according to the true intent of these Presents, together with the Interest, for all and every such Sums or Sum, after the rate of Six pounds *per Cent.* for every year that the same shall be unpaid, to be accounted from the end of the Five years before-mentioned) for the forbearance of the said Sums or Sum, or such part thereof as shall be unpaid as aforesaid. And it is likewise meant, intended and agreed, That after the said Sums or Sum of Money, with Interest for the forbearance thereof, shall be fully and truly paid unto the said younger Sons and Daughters; They the said T. E. and H. S. their Executors, Administrators and Assigns, shall yield and deliver up the Premises, and all their Estate and Interest therein, to such person and persons to whom the same next and immediately after the expiration of the said Term, by the true intent and meaning of these Presents shall appertain, pursuant to the Trust in them and every of them herein and hereby proposed (&c.)

*A Deed of Feoffment upon a Marriage, for the
Setling a Joynture.*

This Indenture, made (&c.) Between Parties.
H.L. of (&c.) on the one part, and T.R.
the elder and T. R. the younger on the other
part; Witnesseth, That the said H.L. as well
for and in Consideration of a Marriage *Consideration*
shortly (by Gods permission) to be had and
solemnized between the said H. L. and M.
Daughter of the said T.R. the elder, and for
the love and affection which he beareth to
the said M. and for the making provision
of some part of the Estate in Joynture to
her the said M. if she shall survive the said
H. L. As also in Consideration of the Sum
of 1500 l. of lawful Money of *England*, to *Portion*
be paid by the said T.R. the elder, for the
Portion of the said M. as hereafter is men-
tioned; Hath granted, enfeoffed and con-
firmed, and by these Presents doth for him
and his Heirs, grant, enfeoff and confirm
unto the said T. R. the elder and T.R. the
younger, and their Heirs; All that, &c.
(*prout, &c.*) Except only such part of the *Parcels*
said Manor and Premises as hath been here-
tofore conveyed unto the use of E. Mother of
the said H. L. for the Term of her life,
which was made unto her by the said H. L.
for her Joynture, and settled and conveyed
unto, or to her use, in and by one pair of
Indentures, bearing date (&c.) made be-
tween (&c.) as by the said Indentures, rela-
tion being thereunto had, may appear: To *Habendum*
have and to hold the said, &c. (Except be-
fore

Uses.

To the Person,
till the Mar-
riage.After to him
and his Wife
for life.After to the
Heirs of their
Bodies, &c.The Portion
to be laid out
in Lands.

fore excepted) unto the said T.R. the elder, and T.R. the younger, and unto their Heirs, to the uses, intents and purposes hereafter in these Presents expressed, limited and declared; (That is to say,) To the use and behoof of the said H.L. and his Heirs, until the said Marriage shall be had and solemnized. And after the said Marriage shall be had and solemnized, then to the use and behoof of the said H. L. and the said M. Daughter of the said T.R. the elder, for and during their Natural lives, and the Natural life of the longer Liver of them. And from and immediately after both their Deceases, then to the use and behoof of the Heirs of their said two Bodies between them lawfully to be begotten; and for default of such Issue, to the use and behoof of the right Heirs of the said H. L. for ever. And it is mutually covenanted, granted, concluded and fully descended and agreed by and between the said parties to these Presents, for themselves, their Heirs, Executors and Administrators, that in Consideration of the said Marriage, to be had and solemnized as aforesaid, the said T.R. the elder, shall and will give and disburse for the Marriage Portion of his said Daughter the Sum of 1500 £. of lawful Money of *England*, to be laid out for and upon the purchase of Lands to the best value within one year next coming, or sooner, if the same may be procured, and that so much of the same Lands so to be purchased, as shall make up the Lands hereby conveyed for the Joynture aforesaid, the full Value of (&c.) *per annum*, over and above all Charges and Reprizes

Reprizes whatsoever shall for the farther increase of the said Augmentation of the Joyn-ture of the said M. Daughter of the said T. R. the elder, be conveyed and assured to the use of the said H. L. and the said M. for and during their Natural Lives, and the Natural Life of the longer liver of them, and from, and after both their Deceases, To the use and behoof of the Heirs of their two Bodies, between them lawfully to be begotten, and for default of such Issue, To the use and behoof of the Right Heirs of the said H. L. for ever. And farther, it is mutually covenanted, granted, condescended and agreed by, and between the said Parties to these Presents for themselves, their Heirs, Executors and Administrators; That until Lands shall be purchased as aforesaid, to the Uses before expressed, according to the true intent and meaning of these Presents, It shall and may be lawful unto, and for the said T. R. the elder, his Executors and Administrators, without any Let, Challenge, Claim, Denial, Interruption, or other Impediment, of, or by the said H. L. his Executors, Administrators or Assigns, to keep and detain in his and their Hands, Custody or Possession, the said Sum of (&c.) agreed to be given for the Marriage Portion of the said M. and that if the same Lands shall not be purchased and assured to the uses aforesaid, between this and the Feast of (&c.) next coming. That then from and after that time, the said T. R. the elder his Executors or Assigns, shall allow to the said H. L. and M. for their better livelyhood and maintenance for the said Portion

For augmentation
tion of Joynture
&c.

Uses.

Father to keep
the Money till
purchase.

If no purchase
by a day, Then.

To allow 8 L.
per Cent. for
Maintenance.

If Husband dye
before purchase

Father to pay
one moiety as
directed, &c.

To detain the
other for his
Daughter.

And the Hus-
band to leave
Lands to make
up the Joyn-
ture, &c.

Portion Money, so kept in his hands after the rate of 8 *l. per Cent. per Ann.* until the same shall be laid out, and be bestowed in Lands, to the uses and purposes aforesaid. And farther, That if after the said Marriage had and solemnized, the said H. L. shall dye, or decease out of this World, before the said Lands shall be purchased, and settled to the value and uses before expressed, and leave the said M. Surviving, That then the said T. R. the elder shall and will pay, or cause to be paid unto the Executors or Administrators of the said H. L. or unto such other Person or Persons, as he the said H. L. shall under his Hand and Seal in Writing, or by his Last Will and Testament, to be testified by two or more credible Witnesses, limit and appoint the one Moiety, or half of the said 1500 *l.* or the Moity of so much thereof, as shall not be then laid out for the purchase of Lands, to the uses aforesaid. And that then, also, it shall and may be lawful unto, and for the said T. R. the elder, his Heirs or Assigns, without the let, challenge or interruption of the said H. L. his Executors or Administrators, to detain and keep in his custody or possession, to the use of the said M. his Daughter, the other Moiety, or half of the said 1500 *l.* for and towards her future advancement, or the Moiety of so much thereof, as shall not be before that time laid out and disbursed for the purchase of Lands, which shall be assured and settled to the uses aforesaid; And moreover, That then also he the said H. L. shall give and leave unto the said M. so much other Lands, as shall make

make up the Joynture by these presents, as-
sured to the value of (&c.) *per annum*, over
and above all Charges, Deductions, and
Reprizes whatsoever: In Witnes, &c.

*A Settlement of Lands by the Father upon a Son,
reserving an Annuity to a Widow, and a
Chamber for her Life by Feoffment.*

This Indenture made (&c.) Between J. Partick
B. of (&c.) the elder Gent. on the one
part, and F. L. of (&c.) Gent. and T. L. of
(&c.) Gent. and J. B. the younger, Son of the
said J. B. the elder, on the other part, Wit-
nesseth, That the said J. B. the elder, for and
in Consideration of the natural love and af-
fection which he beareth unto the said J. B.
the younger, and for, and towards his Main-
tenance, Education and Preferment, from
henceforth hath granted, aliened, enfeoffed,
delivered and confirmed, and by these Pre-
sents doth Grant, Alien, Enfeoff, Deliver and
Confirm, unto the said F. L. and T. L. and
their Heirs; All that Messuage and Tene-
ments with their Appurtenances, called or
known by the name of, &c. or by what other
name or names, the same is, or shall be called
or known, situate, lying and being in V.
aforesaid, in the aforesaid County of B. and
heretofore in the Tenure or Occupation of
R. B. Widow, or of her Assignee or Assignees,
Tenant or Under-tenants, and all Houses,
Out-houses and Edifices, Barns, Stables,
Courts, Yards, Back-sides, Gardens, Orchards,
Closes, Lands, Tenements, Meadows, Lea-
sows, Pastures, Feedings, Woods, Under-
M woods,

Considerations.

Conveyance.

Parcels.

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woods, Commons, Common of Pasture, Ponds, Pools, Ways, Waters, Water-courses, Easements, Profits, Commodities, Emoluments and Hereditaments whatsoever, with their and every of their Appurtenances in U. aforesaid, in the aforesaid County of B. and unto the aforesaid Messuage or Tenement herein granted, lying, belonging or appertaining, or to, or with the same Messuage now or at any time heretofore demised, letten, set, used, occupied or enjoyed, or accepted, reputed, deemed or taken to be as part, parcel or Member thereof, or of any part thereof, or as Appurtenant, or belonging thereto, or to any part thereof, and all other the Messuages, Lands, Tenements and Hereditaments whatsoever, Situate and being in U. aforesaid, which he the said J. B. the elder heretofore had, or bought, or purchased of the said R. B. Widow, and all the Estate, Right, Title and Interest, Use, Claim, Possession and Demand whatsoever of him the said J. B. the Elder, of, in or to the said herein before granted, or hereby mentioned or intended to be granted Premises, and of, in, and to every part and parcel thereof, and the Reversion thereof, and of every part thereof; To have and to hold the said herein before granted, or herein, or hereby mentioned, or intended to be granted Messuages, Houses, Out-houses, Barns, Stables, Gardens, Orchards, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Commons, Common of Pasture, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever, in U. aforesaid or elsewhere, and all other

Habendum.

other the Premisses whatsoever, hereby granted or intended to be granded, aliened, enfeoffed and confirmed, unto the said F. L. and T. L. and their Heirs forever, and To the only use, benefit and behoof ^{Use} of the aforesaid J. B. the younger, his Heirs and Assigns for ever, and to, and for no other use, intent or purpose whatsoever; And it is agreed by and between all the said Parties to these Presents, That the annual sum of 20 l. of lawful Money of *England*, shall be from ^{Annuity agreed} henceforth yearly, and every year during ^{on} the Natural Life of the aforesaid R. B. only paid and satisfied unto her, and unto her Assigns, out of the Profits of the Premisses aforesaid, hereby granted, meant or mentioned, or intended to be granted at two times in the year; (That is to say,) on, &c. by equal Portions, or within 20 days next after ^{Rooms provided} either of the said days of payment; and also, ^{ed.} that the said R. B. shall be permitted during her Life, and for her own proper use only, to hold, and use one Chamber over the Parlour, and the Loft or Garret over the same Chamber, in the Messuage aforesaid, called, &c. with free ingress, egress and regress thereto, and therefrom, without any let or contradiction of any, or either of the said parties to these Presents, their or any of their Heirs or Assigns. [Letter of Attorney for Livery and Seisin, &c.]

A Fee-farm, with Warranty against the Feoffor and his Heirs, in which a Letter of Attorney is inserted to give Livery.

Feoffor.

Considerations:

Feoffee.

Parcels.

Habendum.

Rent.

Distress.

TO all (&c.) Know ye, That I the said R.K. of, &c. for divers Causes, &c. have granted, enfeoffed, and by this my present Writing indented, confirmed unto T.R. of, &c. All that (&c.) with the Appurtenances, Situate lying and being (&c.) containing in the whole by estimation (&c.) whether it be more less, and bounding, and butting in manner and form following; That is to say (&c.) To have and to hold the aforesaid, &c. with all and singular their Appurtenances, to the aforesaid T. R. his Heirs and Assigns for ever, of the chief Lord of the Fee thereof, by the services therefore due, and of right accustomed, yeilding and paying therefore to me the aforesaid R. K. and my Assigns yearly (&c.) at two Terms of the year, viz. (&c.) by equal Portions yearly to be paid; And if, and as often as it shall happen the yearly Rent of (&c.) or any parcel thereof, to be behind and unpaid, in part or in all, after any Feast of the Feasts aforesaid, in which the same as aforesaid ought to be paid; That then, and so often, and afterwards it shall be lawful for me the said R. K. and my Assigns, into all and singular the Lands, and other the Premises, and into any and every part thereof, to enter and distrain, and the distress, so there taken and had, from thence to lead, drive, take and carry away, and the same to retain and detain,

rain, until the said annual Rent of, &c. and the Arrerages thereof (if any there be,) be fully satisfied, paid and contented. And if it happen the aforesaid annual Rent of, &c. or any parcel thereof, to be behind or unpaid, in part, or in all, after any Feast of the Feasts aforesaid, in which the same ought to be paid as aforesaid, by the space of, &c. and no sufficient distress, in or upon the aforesaid (&c.) or any parcel thereof, by all that time may be found, That then, and from thenceforth it shall and may be lawful for me the said R. K. my Heirs and Assigns, in and upon the aforesaid, &c. and other the Premises, with the Appurtenances to Re-enter, and the same to have again, repossess, and re-enjoy, as in my former Estate, and the said J. K. his Heirs and Assigns from thence, to- tally to expel and amove, any thing before in this present Writing indented to the contrary hereof, in any wise notwithstanding. And I the aforesaid R. K. and my Heirs, the aforesaid (&c.) with the Appurtenances, to the aforesaid T. R. his Heirs and Assigns against me and my Heirs, will warrant and for ever defend by these Presents. And moreover, Know ye, That I the said R. K. have made, ordained, constituted, and by these Presents in my place put, my beloved Friend T. L. of, &c. my true and lawful Attorney, for me, in my stead, and in my name to enter into the aforesaid, (&c.) with the Appurtenances, and Seisin for me in my stead, and in my name, and to my use to take, and after such Possession and Seisin to for me, in my name and stead taken, peace-
Re-entry.
Warranty.
Letter of At-
torney.
For Seisin.

The Art of Conveyancing.

able Possession to the aforesaid T. R. his Heirs and Assigns, to deliver according to the tenor, force, and effect of these Presents only. And whatsoever my said Attorney shall do, or cause or suffer to be done in the Premises, I ratifie and confirm by these Presents, In Witness, &c.

Deeds of Gift in Latin.

A Gift of a Messuage for Life, with a Reservation, Suit, Service and Warranty.

SCiant presentes & futuri, qđ ego A. B. de (Ec.) p certis bonis & rationabilibus causis & considerationibus me specialiter mōvend, dedi, concessi, & per hanc Chartam meam indentatē confirmavi C. D. de (Ec.) unum Mesuagium cum curtilagio & crofto adjacend scituat jacend & existend in C. in Com f. juxta Mesuag nunc vel nuper in tenuē sive occupatōd J. K. vērs Occidend: Habens & tenend pđ mesuag, curtilag & croft cum pertin pfat C. D. ad terminum vite sue de me & hered meis absq imperitione vasti: Reddend inde annuatim mihi & hered meis unum grand Piperis si petetur ad festum Sct Michis Archd & faciend sect Cui mee de L. de tribus Septianis in tres Septianas p oibus aliis servitiis exactionibus & demand toties quoties vice Cui mea teneri contigerit. Ita qđ immediate post mortem pđice C. pđice mesuag (Ec.) cum pertin

pertinū integre revertant mihi p̄sae A. B.
 & heredibus meis imperpetuū. Et ego vero
 p̄sae A. & heres mei p̄d mel. curtillag & croft'
 ad p̄tū p̄sat C. ad terminū vite sue p̄ ser-
 vie lupius dict & exp̄sā contra omnes
 gentes warrantizab tuemur & defende-
 mus p̄ p̄sentes. In cuius rei testimoniū
 (Et.)

Aliter, without Warranty.

Habens & tenens p̄dict meluag (Et.)
 ad p̄tū p̄sae C. D. & assignū suis
 p̄ terminū vite ipsius C. ad solum opus &
 usum ejusdem C. & assignū suoꝝ p̄ terminū
 vite sue absq̄ impetitione alicujus vassī de
 Capitalibus Dominis scodi illius p̄ servie
 inde debie & de jure consuet. Ita qd im-
 mediate post decessum ejusdem C. p̄dict
 meluag (Et.) integre revertant mihi p̄sae
 A. & heredibus meis imperpetuū. In cu-
 jus rei (Et.)

A Gift in General Tail tripartite, with Re-
 mainders over.

Omnibus Christi fidelibus ad quos hoc
 p̄sens Scriptum indentat pervenerit,
 A. B. de C. in Com D. ged saltem; Sci-
 atis me p̄sae A. B. p̄ & in Consideratō
 nialis amoris quem habeo erga C. B.
 filiū meū dedi, concessi & hac p̄senti Charta
 mea Tripartie & indentat confirmavi p̄d
 C. B. filio meo totum illud meluag sive
 tēntum meū unacum horto seu gardino
 adjacēt & suis pertinentiis scituac & ex-
 istēt in (Et.) Habens & tenens p̄dict me-
 suag

suag sive testum cum horto seu gardino
suisq; pertinē p̄fā C. B. & heredibus de cor-
poze ejus legitime p̄creatis. Et p̄ defectu
hered' de corpore p̄dice C. litem p̄creae
volo qd p̄dix' mesuag sive testum cum
gardinis suisq; pertinē D. B. filio
meo natu minori seu juniori integre re-
maneat. Habend' & tenend' illi & hered'
de corpore suo litem p̄creae de capitalib'
Dñis feodi. Et p̄ defectu hered' de corpore
ipsius D. litem p̄creae volo qd p̄dix' me-
suag sive testum cum gardino seu horto
suisq; p̄tinē integre remaneat heredibus
litem p̄dix' C. B. imperpūm. Et ego
vero p̄nominat' A. B. & hered' mei p̄dix'
mesuag sive testum cum gardino suisq;
pertinē p̄fā C. B. heredibusq; de corpore
suo litem p̄creae in forma p̄dix' contra
omnes gentes warrantizabimus & desen-
demus imperpūm. In cujus rei testi-
moniu duab' quidā partib' hujus Char-
te mee Tripartite indentat penes p̄fā C.
& D. remanend' sigillum meū appolui etie
vero parti ejuldem Charte penes me p̄fā
A. B. remanend' p̄dice C. & D. sigilla sua
appoluer' his testibus C. f. G. H. &
I. K. &c.

A Gift in Special Tail.

SCIAM p̄sentes & futuri me A. B. de C.
in Com D. gen' dedisse & concessisse
ac tenore p̄sentiu dare & concedere C. f. de
G. in Com p̄dix' p̄com totum illud capi-
tale mesuagiū meū cum p̄tinē scituat &
existend' (&c.) Habend' & tenend' dñm me-
suag

suag' ad pertind' p'f'ae E. f. & heredibus
 masculis de corpore ipsius E. in eundem
 E. & H. ur' ejusdem E. l'itime p'creatis
 & p'creandis de Capitalib' Dñis (Ec.)
 Ego p'nominae A. B. & hered' mei p'dice
 meluag' ad pertind' p'f'ae E. & hered' mas-
 culis de corpore p's E. in eundem E. & p'f'ae B.
 l'itime p'creat & p'creand' contra omnes
 gentes warrantizabimus & imperpund'
 defendemus. In cujus rei testimoniu' (Ec.)

Omnibus (Ec.) dedisse & concessisse ac Alter.
 p' p'f'entes dare & concedere A. B.
 de (Ec.) & C. urozi ejus manerium med'
 de (Ec.) Habend' (Ec.) p'f'ae A. B. & C.
 urozi sue ac hered' mascul' de corporibus
 eor' in eos l'itime p'creatis & p'creand'.
 Ego vero (Ec.) In cujus (Ec.)

A Gift in Frank-marriage.

Pateat p'sentibus & futuris me A. B.
 de C. (Ec.) dedisse & concessisse ac p're-
 senti Charta mea confirmasse E. F. filio
 meo & f. ur' ejus filie G. H. de (Ec.) Arm'
 in libum maritag', und' meluagiu' (Ec.)
 Habend' (Ec.) p'f'ae E. & f. urozi sue & he-
 red' de eor' corporibus l'itime p'creat de
 me & hered' meis imperpund'. Ego vero
 p'nominae A. B. & hered' mei p'red' meluag'
 (Ec.) p'f'ae E. & f. ur' sue & hered' de eor'
 corporib' l'itime p'creat contra omnes
 gentes warrantizabim' ac aduersus Ca-
 pital' Dños ceterosq' uniberlos acquietabi-
 mus & imperpund' defendemus p'p'f'entes.
 In cujus (Ec.)

Habend'

Aliter.

Habens (&c.) præfæ C. & F. heres quos
pereabit de corpore F. ux' sue (&c.)

Aliter.

Habens præfæ C. & F. ux' ejus & heres
de corpore præfæ C. lictime pereat (&c.)

Aliter.

Habens præfæ C. & F. ux' ejus & heres
de corpore suo per præfæ C. procreandis
(&c.)

A Gift of Land in Tail, &c.

TO all, &c. Know ye, That I A. B. of, &c.
in Consideration of, &c. have given
and granted, and by this my present Wri-
ting confirmed to C. D. of, &c. all, &c. To
have and to hold to the said C. D. and the
Heirs of his Body lawfully begotten, or to
be begotten, and for default of such Issue,
the Remainder thereof to R. B. Son of R. B.
of, &c. and the Heirs of the Body of the said
R. B. the Son, and for default of such Issue,
the Remainder thereof to the said R. B. the
Father, and his Heirs for ever. In Witness,
&c.

TO all, &c. Know ye, &c. To have and
to hold to the said C. D. and the Heir
Males of the Body of the said C. D. on the
Body of E. D. his now Wife, lawfully begot-
ten, and to be begotten. In Witness, &c.

TO all, &c. Know ye, &c. To have and
to hold to the said C. D. and E. D. his
Wife, and the Heirs Males of their Bodies,
between them lawfully begotten, &c. In Wit-
ness, &c.

A Gift in Tail.

TO all Christian People to whom these
 Presents indented shall come, H. Earl
 of A. sends greeting; Know ye that I the
 said H. Earl of A. as well for, and in Consi- *Consideration*
 deration of the Sum of, &c. of good and law-
 ful Money of *England*, to me the said Earl
 by F. B. of, &c. Gent. in hand well and truly
 paid, wherewith I acknowledge my self to
 be fully satisfied, and the said F. his Heirs,
 Executors and Administrators from thence to
 be fully acquitted and discharged by these
 Presents, as also for the fulfilling of certain
 Covenants and Agreements, contraind, declar-
 ed and specified in certain Indentures, made
 between me the said Earl and J. D. of, &c.
 of the one part, and the said F. B. of the
 other part, bearing date, &c. have given and *Conveyance*
 granted, and by this my present Writing
 confirmed to the said F. B. all those (&c.)
 To have and to hold all, and singular the *Habendum*
 said Lands, Tenements, Hereditaments, and
 all, and singular other the Premisses above
 expressed, and specified with their and every
 of their Appurtenances, to the said F. B. and
 the Heirs of his Body lawfully begotten, and
 to be begotten; And for want of such Issue,
 the remainder to R. B. Son of one R. B. of,
 &c. Gent. and the Heirs of his Body begot-
 ten, and to be begotten, and for want of
 such Issue, the remainder thereof to the
 Heirs of J. B. Father of the said F. B. &c. To
 hold of me the said Earl of A. my Heirs and
 Assigns, as of said Manor of S. in the said
 County

The Art of Conbepanding.

Suit and Service.

Reddendum.

Harriot.

War time.

Distress for Rent, &c.

County of S. in free Soccage and not otherwise; that is to say, by fealty and suit of Court of the said Manor of S. viz. at two Courts there to be holden upon reasonable warning and notice, called the Great Court, And yeilding therefore yearly to me the said Earl my Heirs and Assigns at the Feasts of, &c. by equal Portions, and yeilding therefore unto me the said Earl my Heirs and Assigns, upon the Death of every Tenant of the said Lands, Tenements, and other the Premisses one Heriot, viz. The best Beast of every Tenant, or 33 s. of lawful Money of England for every Heriot, from time to time to be taken, and received at the Election of me the said Earl, my Heirs and Assigns; And doing and yeilding to me the said Earl, my Heirs and Assigns all other charges and services for the Premisses before granted, which formerly in the time of War, were used to be done by the Custom of the said Manor, for all other services, reliefs, exactions, things and demands whatsoever, therefore in any manner to be yeilded paid or done.

And if it shall happen the said Rent, Suit of Court, or Harriot, or Sum of Money, and the other Charges in manner aforesaid reserved, or any part thereof to be behind in part, or in whole after any Feast or time aforesaid, at which the same ought to be paid or done, That then it shall be lawful for me the said Earl, my Heirs and Assigns into all, and singular the said Lands, Tenements and other the Premisses with the Appurtenances, and into every parcel thereof to enter and distrain, and the distresses so there taken and had,

had, to drive, carry away, and in my power to keep until for the said Services, Rents, Charges, Heriots and Sum of Money, I, or any of us shall be fully satisfied, contented and paid.

And also, if it shall happen the said F.B. or any Heir of his Body lawfully begotten, or the said R.B. (&c.) or any Heir of the Body of the said J.B. the Father lawfully begotten at any time hereafter, the said Lands, Tenements and other the Premises, or any parcel thereof to Alien, Discontinue or Sell by any Recovery at the Common Law or otherwise, that (such Alienaitions, Actions, Sales or Recoveries notwithstanding) it shall be lawful for me the said Earl, my Heirs and Assigns into all the said Lands, Tenements and other the Premises with the Appurtenances, and into every parcel thereof to enter and distrain for the same, or the like Rents, Suit of Court, Heriots, Sums, Services and other Charges as is above said, according to the true intent of this my present Writing therefore made.

Distrains notwithstanding Alienation.

And if it shall happen the said Rent, Heriot, Sum, Suit of Court, or other the said Services and Charges to be extinguished or determined by reason of any Recovery; That then also it shall be lawful for me the said Earl, my Heirs and Assigns into all the said Lands, Tenements and other the Premises with the Appurtenances, and into every parcel thereof, to enter and distrain as is aforesaid, for so many and the like Rents, Heriots, Sums, Suits of Court, and other Services and Charges, above by these Presents to

If the Rent, &c. shall be extinguished, &c.

Donor nevertheless to distrain.

me

me the said Earl, my Heirs and Assigns reserved, any Alienations, Discontinuances, Sales or Recoveries to the contrary notwithstanding.

But not for 2
several Rents,
&c.

Provided always nevertheless, That neither the said Earl, his Heirs nor Assigns by colour of the Premises, or of any thing therein contained, shall have or receive, or shall claim to have or receive for the Premises two several Rents, Suit of Court, Services and other the said Charges, nor by colour of the Premises shall, or may Distrain in the Premises, or in any parcel thereof for the same, or for any part thereof contrary to the true meaning of these Presents.

Warranty.

And I the said Earl, my Heirs and Assigns, all the said Lands, Tenements Hereditaments, and other the Premises, with all and singular their Appurtenances to the said F. B. and his Heirs, and for want of such Issue to the said R. B. and his Heirs, and for want of such Issue, to the said Heirs of the said I. B. against me the said Earl, and my Heirs, and against all persons Claiming, or having any Right, Title or Interest of or in the Premises, or in any parcel thereof for me the said Earl, my Heirs and Assigns will warrant, and for ever defend by these Presents.

If the Donee,
&c. dye without
Issue.

And lastly it is agreed, And the said F. B. for himself and his Heirs, doth Covenant and Grant to, and with the said Earl his Heirs and Assigns, That if it shall happen the said F. B. and R. B. to dye, without any Heir of their Bodies lawfully begotten, or if it shall happen, all the Heirs of the Body of the said J. B. lawfully begotten, do dye without any
Heir

Heir of their Bodies, or of the Body of any of them lawfully begotten; That then the said Earl for want of such Issue as aforesaid, and all the Collateral Heirs of the said F. B. and all other person and persons and their Heirs, who then shall have any Estate, Right, Title or Interest of, or in the Premisses, or any part thereof shall stand and be seised of, and in all and singular the Premisses, To the use and behoof of such person and persons, their Heirs and Assigns, who at any time afterwards shall, or ought to have any Estate, Right, Title or Interest of, in or to the same. In Witness, &c.

Donor, &c. to
stand seised to
the use of the
right Heir.

Deeds of Grant.

Of Grants observe farther what is said by Mr. West in his *Symbolography*, Sect. 290. Grant, he says, is a Gift in Writing of Rents, Reversions, Services, Advowsons in Gross, Common in Gross, Tythes, &c. which cannot pass without Writing, Or else made by such Persons as cannot give but by Deed, as the King and all Bodies politick, as Mayors, Commonalties, Deans, Chapters, &c. [for Feoffments in old times were usually made without Writing, because the things lay in Livery.] Yet again he says, That these Differences are oftentimes neglected, and then a Grant is taken generally to signifie every Gift whatsoever, and he that granteth is termed the Grantor, and he to whom the Grant is made, is termed the Grantee. So that in this last sense all things both Corporeal and Incorporeal, Moveable and Immoveable

able are said to be Grantable : And in such Case a Grant doth comprehend Feoffments, Bargains and Sales, Gifts, Leases and the like.

But we will follow them according to the first Distinction.

A Grant of a Reversion for a Joynture.

Parties.

Recital.

Parcels.

Habendum.

Testator.

Considerations.

Conveyance.

This Indenture made (&c.) Between T. B. &c. of the one part, and L. M. of the other part. Whereas the said T. B. by his Indenture bearing date (&c.) last past, for the Considerations in the same Indenture expressed, did Grant, Bargain and Sell to G. M. &c. all those parcels of Land in F. aforesaid (&c.) and the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and every his Messuages, Lands, Tenements and Hereditaments before mentioned ; To have and to hold the said Messuages, Lands, Tenements and Hereditaments, and other the Premises unto the said G. M. his Executors, Administrators and Assigns, from the Ensealing and Delivery of the said recited Indenture, until the tenth day of *June* next following. Now this Indenture witnesseth, That the said T. B. for and in consideration of a Marriage already had, and solemnised between him the said T. B. and W. his now Wife, and for a competent Joynture to be made and provided for the said W. doth by these Presents, Give and Grant to the said L. M. the Reversion of all, and every the said Messuages, Lands, Tenements and Hereditaments with their, and every

every their Appurtenances so granted, bargained and sold, in, or by the said recited Indenture, to the said G. M. To have and to hold the said Reversion of the said Messuages, Lands, Tenements and Hereditaments, unto the said L. M. and his Heirs, to the only uses, intents and purposes, herein after particularly following; That is to say, of, for and concerning all and every the said Messuages, Lands, Tenements and Hereditaments in F. aforesaid, to the use and behoof of T. B. and W. his Wife, for, and during their Natural Lives, and the Life of the longest liver of them, for the Joynture of the said W. and from, and after their decease, then to the use and behoof of the Heirs of the said T. B. which he shall beget on the Body of the said W. And for want of such Issue, to the use and behoof of the right Heirs of the said T. B. for ever, and of, for, and concerning the said Messuages and Tenements in G. aforesaid, to the use and behoof of the said T. B. and W. for the Joynture of the said W. and after their decease, to the use of the right Heirs of the said T. B. for ever; And the said T. B. for himself, his Heirs, Executors and Administrators, and for every of them, doth by these Presents Covenant and Grant to, and with the said L. M. his Heirs, Executors, Administrators and every of them, that if she the said W. shall happen to Survive him the said T. B. that then the said W. and her Assigns, shall or lawfully may, for, and during all the Term of her Natural Life, have, hold, and quietly, and peaceably enjoy the said Messuages, Lands, Tenements

*Habendum.*Covenant for
quiet enjoy-
ment.

N

and

Exception.

and Hereditaments aforesaid, and every of them, with their and every of their appurtenances, according to the effect and true meaning of these Presents, without any lawful let, trouble, molestation, charges, eviction, of or by any person or persons, any thing therein having or lawfully claiming by, from or under the said T. B. (the several Leases now in being to any of the said Tenants, of any part of the said Premises, not exceeding the Term of 21 years only excepted.) In Witness (&c.)

A Grant of a yearly Rent to one and his Heirs for ever.

Consideration.
Grant.

Rent,

Issuing, &c.

Exord.

This Indenture (&c.) Witnesseth, That the said H. B. for and in Consideration of (&c.) hath given and granted, and by these Presents doth for him and his Heirs freely and absolutely give and grant unto the said G. D. one yearly Rent or Sum of (&c.) of lawful (&c.) issuing and going out of all that Messuage or Tenement, with the appurtenances in E. aforesaid, in the said County of G. commonly called or known by the name of (&c.) and out of those Lands, Tenements and Hereditaments in E. aforesaid, known, reputed or taken as part or parcel of the said Tenement, or so demised or occupied, to or with the same; and issuing and going forth out of all those his other Lands, Tenements and Hereditaments in E. aforesaid; To have and to hold, perceive and enjoy the said yearly Rent of (&c.) unto the said G. D. his Heirs and Assigns for

forever, to the use and behoof of the said G. D. his Heirs and Assigns for ever, to be paid at or in the now dwelling House of the said G. D. in E. aforesaid, at or upon the last day of *June* and the last day of *December* yearly, by even and equal portions; the first payment thereof to begin at the first of the said days that shall happen next after the Date of these Presents. And the said H. B. doth covenant and grant for him, his Heirs, Executors and Administrators, that if it shall happen the said yearly Rent of (&c.) or any part thereof to be behind or unpaid by the space of 30 days next after the said Days, whereat and wherein the same ought to be paid, as aforesaid, that then and from thenceforth, and so often, it shall and may be lawful to and for the said G. D. his Heirs and Assigns into the said Messuages and Premises, and every or any part thereof to enter, and there to distrain as well for the said Rent so being behind, as also for 2 s. 6 d. of lawful (&c.) to be forfeited in the name of a Pain, for every day wherein the said Rent shall be so behind or unpaid, after the said 30 days next after either of the said days or times of payment: And the Distress or Distresses then and there taken and found, to lead, drive, chase and carry away, and the same to detain and keep until such time and times as the said yearly Rent and Sum of Money to be forfeited in the name of a Pain, together with the Arrearages thereof, if any shall be, shall be fully satisfied and paid, &c.

If Rent be
hind,

To Distrain,
With Penalty,

Until satis-
faction.

Covenant, That
the Grantor
hath power to
charge, &c.

And the said H. B. doth, &c. covenant (&c.) to and with the said G. D. his Heirs and Assigns, in manner and form following; That is to say, That the said H. B. for and notwithstanding any act or thing done or committed by the said H. B. to the contrary, now hath full power and lawful authority to charge the said Messuage and Premises, and every part thereof, with the said yearly Rent and Sum in the name of a Pain, as aforesaid. And that the said Messuages and Premises, and every part thereof, notwithstanding any such act, as aforesaid, shall be and remain for ever hereafter, sufficiently overt and liable to and for the Distress of the said G. D. his Heirs and Assigns, for the said Rent and Penalty, and all Arrearages thereof, according to the true intent and meaning of these Presents. In Witness, &c.

*A Grant of an Annuity, or Rent for years, if the
Grantee live so long.*

Parties.

Consideration.

Grant.

This Indenture made (&c.) Between T. E. of, &c. of the one part, and R. G. of, &c. of the other part, Witnesseth, That the said T. E. for and in Consideration of the Sum of 180 l. of lawful Money of England to him paid by the said R. G. before the enfealing and delivery hereof, the receipt whereof he doth hereby acknowledge, and hereof doth by these Presents for ever acquit and discharge the said R. G. his Executors, Administrators and Assigns; Hath given, granted and confirmed, and by these Presents doth give, grant and confirm for him and

and his Heirs unto the said R. G. and his Assigns, one Annuity or yearly Rent-charge of (&c.) of lawful Money of England, to be issuing and going out of all those Lands (&c.) with their and every of their appurtenances, in H. in the County of D. To have and to hold, perceive, receive and take the said Annuity or yearly Rent-charge of (&c.) unto the said R. G. and his Assigns, from the day of the date of these Presents, for and during the full Term of 30 years now next ensuing, and fully to be compleat and ended, if (&c.) to be paid at the four most usual Feasts or Terms in the year; That is to say, at the Feast of (&c.) by even and equal Portions. And the said T. E. for himself, his Heirs, Executors and Assigns, and for every of them, doth covenant, promise and grant, to and with the said R. G. and his Assigns, That if the said yearly Rent of (&c.) shall happen to be behind and unpaid, in part or in all, for the space of 20 days after any of the days before limited for the payment thereof, being lawfully demanded, that then he the said T. E. his (&c.) shall forfeit and pay to the said R. G. and his Assigns the Sum of 40 s. for every failure of payments of the said Annuity or Rent-charge on the said days before appointed for the payment of the same: And also that it shall and may be lawful to and for the said R. G. and his Assigns, from time to time, from and after the said Feast-days appointed for payment of the said Annuity or Rent-charge, if the same be not then paid, to enter into and upon the said Land (&c.) and distrain as Distress.

Habund.

Payments.

If Rent arr

Forfeiture.

The Art of Conveyancing.

Is lawfully
seised.

With full
power, &c.

Shall remain
liable, &c.

For farther
Assurance.

well for the said yearly Rents, as for the said Sum or Sums of Money which shall happen to be forfeited in manner and form aforesaid: And the said T.E. for himself, his (&c.) doth covenant, promise and agree, to and with the said R.G. and his Assigns, That he the said T.E. at the time of the enfeoffing and delivery of these Presents, is solely, rightfully and absolutely seised in his Demesne, as of Fee to his own proper use and behoof, without any manner of consideration, limitation of any Use or Uses, to alter, change or determine the same, of and in the said (&c.) and all other the Premises above-named, with their appurtenances, and of every part and parcel thereof; And that he now hath full power and lawful authority, to charge all the said Premises, with the appurtenances and every part thereof, with the said Annuity or yearly Rent of (&c.) in manner and form above-said; and also, that the said (&c.) and all other the Premises, now are, and at all times during the said 20 years shall remain, continue and be liable (if the said R.G. shall so long live) to distress and distresses of the said G. R. or his Assigns, as the case shall require, for and concerning the said yearly Rent or Penalties in these Presents before-mentioned. And the said T.E. for himself (&c.) That he the said T.E. his Executors or Assigns, shall and will from time to time, and at all times, during the space of five years next ensuing the date hereof, at the reasonable Request, and at the Costs and Charges in the Law of the said R.G. his Executors or Assigns, make, acknowledge

ledge and do, or cause to be made, acknowledged and done, all and every such further, reasonable and lawful act and acts, thing and things, devise and devises in the Law whatsoever, for the farther and more perfect and better assurance and conveyance of the said Annuity or yearly Rent-charge of (&c.) to the said R. G. and his Assigns, for and during the said Term of 30 years, if the said R. G. do so long live, according to the true intent and meaning of these Presents, as by the said R. G. or his Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required. In witness whereof the said T. E. hath given and delivered unto the said R. G. Five shillings of lawful Money of England, in the name of Seisin of the aforesaid Annuity or yearly Rent-charge of (&c.) before-mentioned: And also he the said T. E. and R. G. have hereto interchangeably set their Hands and Seals the day and year first above-written.

Seisin.

A Grant of a Rent to others, to the Use of the Feoffees, for a Joynture before Marriage.

This Indenture (&c.) Between H. L. of (&c.) of the one part, and J. S. and T. B. of (&c.) of the other part, Witnesseth, That whereas the said H. L. is by the Grace of God within a short space to marry and take to Wife one J. B. of (&c.) aforesaid, Daughter of the said T. B. Now the said H. L. for the absolute and perfect Joynture of her the said J. B. and for and in recom-

N 4

pence

pence, bar, full satisfaction and discharge of all and singular the Dower and Title of Dower, which she the said J. B. shall or may be entituled unto in any the Messuages (&c.) of the said H. L. hath before Marriage between them the said J. and H. had and solemnized, by the assent, and agreement of her the said J. B. given, granted and confirmed, and by these Presents doth give, grant and confirm unto the said J. S. and T. B. their Heirs and Assigns, for and during the Term of the Natural life of her the said J. B. and to her only use and behoof, one Annuity or yearly Rent of (&c.) of lawful Money of *England*, to be issuing or going out of all those (&c.) containing in the whole, by estimation 300 Acres of Land, Meadow, Pasture and Wood Grounds, whether more or less, situate, lying and being in the Parishes of D. and L. in the said County of R. upon the Demesns of L. S. and now in the tenure and occupation of one D. G. his Assignee or Assignees. And the said Premises bound and butt in manner and form following; That is to say (&c.) as the Meets and Bounds thereof do divide and shew; To have, levy, perceive, take and yearly enjoy the said Annuity or yearly Rent of (&c.) immediately from and after the decease of the said H. L. unto them the said J. and F. their Heirs and Assigns, for and during the Natural life of the said J. B. and unto the use of her the said J. B. and her Assigns, during the Term of her Natural life aforesaid; the said Annuity or yearly Rent to be paid at or upon the said Promises at Four usual Feasts or Terms

Terms in the year; That is to say, the Feast day of (&c.) by even and equal Portions; and the first payment thereof to begin at the first of the said Feasts which shall happen next and immediately after the decease of the said H.L. and not before.

[Here add the usual Clause of Power to enter upon the Land, and to distrain for the Rent behind; as also a Clause of giving seisin of the Rent, and a Covenant, That the Grantor is seised in Fee of a lawful and indefeasible Estate, of the Land out of which, &c. and that he had full power, in his own Right, to charge the said Lands: Then, a Covenant, That the Land shall be overt, liable and sufficient to the Distress of &c. and that the Land is of the clear yearly value of, &c. over and above all other Charges and Reprizes: And lastly, a Covenant of peaceable and quiet Enjoyment of the said Rent, &c.]

Of Grants in Latin.

A Grant of the Next avoidance of a Rectory.

Omnibus Christi Fidelibus ad quos hoc Scriptum pervenerit W. S. de (et.) Div. vera est indubita Patrona Rectorie Ecclesie parochialis de C. cum C. in Com. A. salutem in Dño sempiternam. Roberitis me W. S. p̄diversis bonis Causis & Considerationibus me in hac parte specialiter moventibus, dedisse, concessisse ac per

per presentes confirmasse J. B. de L. in
 Com L. Clerico, Executoribus, Admini-
 stratoribus & Assignatis suis primam &
 primam advocacionem, donationem, col-
 lationem, nominationem p[re]sentationem libe-
 ramq[ue] dispositionem p[re]dict[is] Rectorie Ecclesie
 parochialis de T. cum E. p[re]dict[is] volens;
 & hoc p[re]senti scripto meo concedens quod
 bene liceat & licebit dic[ti] J. B. Executori,
 Administrat[ori] & Assignat[is] suis ad dic[ti] Ec-
 clesiam de T. cum E. p[re]dict[is] quancumq[ue],
 quomocumq[ue], qualicunq[ue] p[er] mortem, relig-
 nationem, p[ri]vationem, cessionem, permu-
 tationem, dimissionem, sive quocumq[ue] alio
 modo primo & prime vacari contigerit
 aliquem unum virum honestum habilem
 & literatum loci illius Ordinario sive
 Diocesano, vel alij cuiusq[ue] potestatem in
 ea parte habenti sive habituro p[ro] prima
 & prima vacacione tantum in debita juris
 forma nominare & p[re]sentare humo[rum]q[ue] per-
 sonam p[er] eundem J. B. Executor[em], Admini-
 strat[orem] vel Assignat[um] suos sic p[re]sentat[um] ad
 dic[ti] Rectoriam Ecclesie parochialis de T.
 cum E. p[re]dict[is] admitti, ac in eandem cum
 suis Juribus membris & pertinentiis
 univ[er]s[is] institui & investiri, ceteraq[ue]
 omnia & singula in hac parte que ad Pa-
 troni munus vel officium spectant exequi
 & perficere, p[er] humo[rum]q[ue] prima & prima vacacione
 tantu[m] adeo plene, integre & libere p[ut]e
 ego p[ro]lat[us] M. S. facere aut expedire possem
 vel deberem, si hec p[re]s[en]s donatio & con-
 cessio mea facta non fuisset. In cujus rei
 testimonium Sigillum meum p[re]s[en]tibus
 apposui, hac (Ec.)

A Grant of a Stewardship during pleasure.

Omnibus (Et.) R. M. Miles, salutem.
 Sciatis quod ego p[re]lat R. M. dedi &
 concessi dilecto mihi D. B. officium Be-
 neschal omnium Dominiorum & Manerio-
 rum meorum in Comitatibus A. & B. ac
 ipsum D. Beneschallum omnium Domi-
 niorum & Maneriorum meorum p[re]dictorum
 facto, ordino & constituo per presentes
 habend', gaudend' & exercend' Officium
 p[re]dictum p[re]fato D. per se, vel per suffi-
 cientem deputatum suum, sive sufficientes
 deputatos suos a Festo Sancti Michaelis
 Archangeli ultimo p[re]terito durante bene-
 placito meo, cum vadiis & leod' viginti
 sex solidorum & octo denariorum per an-
 num percipiend' annuatim p[re]fato D. de
 exitibus p[re]sentis, & reversionibus Ma-
 nerij mei de G. in Com. B. p[re]dicto, p[er] manus
 Receptorum mei ibidem p[er] tempore existend' ad
 Festum Sancti Michaelis Archangeli & An-
 nunc' b[ea]te Marie Virginis per equales
 portiones. Mando insuper universis &
 singulis firmariis, tenentibus & occupa-
 toribus meis, & eorum cuilibet ibidem ut
 p[re]fat D. & deputat suis in hac parte de
 tempore in tempus assidentes sint, obe-
 dientes & auxiliantes in omnibus, p[ro]ut
 decet. In cujus rei testimonium huic
 presenti scripto meo Sigillum meum appo-
 sui, Datum (Et.)

See another Grant as recited in the next
 President.

A Grant of an Under-Stewardship.

Omnibus (Ec.) D. N. salutem. Cum
 T. S. Miles, per (ec.) ordinaverit me
 prefatum D. Seneschallum infra Domi-
 niorum & Maneriorum suorum de D. & L.
 in Comitatu D. ac omnium Cur' vis
 Francipleg & Tetarum infra Dominia
 & Maneria predicta, Tenend', habend',
 occupand' & exercend' officium pdict' per
 me, vel per sufficientem deputatum meum
 sive sufficientes deputatos meos, p ter-
 mino vite mee, cum feod', vad' & regardis
 & pficiis eidem Officio spectantibus, aut
 ab antiquo debite, vel consuetis, una cum
 quodam annuali feodo Centum solidorum
 p exercitione & occupatione Officij predicti
 prout in scripto pdict' plenius apparet;
 Sciatis me prefatum D. fecisse, ordinasse,
 & per presentes constituisse dilectum mihi
 H. N. meum Deputatum, sive Sub-senes-
 challum Dominiorum sive Maneriorum
 predictorum, ac omnium & singularum Cu-
 riarum, Vis Francipleg & Tetarum, infra
 Dominia sive Maneria pdicta, tenendum,
 occupand' & exercendum idem officium hu-
 jusmodi Deputat' & Sub-seneschall' eidem
 H. per se, vel p sufficientium deputatum
 suum seu sufficientes deputatos suos, ad
 terminu vite mei pdicti D. percipiend' an-
 nuacim durante termino pdicto p Officio
 illo exercendo & occupando omnia feoda,
 vad', regard' & pficia eidem Officia spe-
 ctantia, aut ab antiquo debita vel consu-
 eta, una cum pdict' annuali redditu Cen-
 tum

rum solidorum, adeo plene & integre, & in
tam amplis modis & forma prout egomet
nunc aut preantea habui, percepi, usus,
fui, vel facere consuevi. In cuius
(&c.)

A Grant of a Stewardship, in English.

TO all People to whom these Presents
shall come; T. Lord Marquess C.
sendeth Greeting. Know ye that the said
Lord M. in Consideration of the good and
acceptable Service already done and per-
formed to him, and for divers other good
Causes and Considerations him thereunto
especially moving, Hath for him, his Heirs
and Assigns, given and granted unto B. M.
of, &c. Gent. the Office of Chief Steward,
and the place and execution of Chief Stew-
ardship of all and singular the Lordships,
Manors, Lands, Tenements and Heredita-
ments of the said T. Lord M. C. within the
Realm of *England* and Dominion of *Wales*,
whereof he is seised, or hereafter shall be
seised, for the use and trust of him, his Heirs
Executors or Assigns, of any Estate whatso-
ever: And the holding and keeping of all
Courts, Courts Leet, Views of Frankpledge,
and of all other Courts of what kind so-
ever, the same be, now belonging or apper-
taining to him the said Lord M. C. or which
hereafter shall belong to him, as being seised
thereof, upon any use, or by reason of any
Trust of any Estate settled in any other per-
son or persons, for his use, or in trust for
him; and which have been accustomed, or
used

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used to be holden and kept within all and every, or any of the Lordships, Manors, &c. of him the said T. Lord M. C. which he now hath, or shall hereafter at any time have, or which any other person or persons now have, or shall have in trust for him, his Heirs, Executors or Assigns, within the Realm of *England* or Dominion of *Wales*, or either of them, in such sort, manner and form, and at such place and places, and at such day and time, and at such Courts as any of them have heretofore been usually kept and holden: And also the said T. Lord M. C. doth further by these Presents, for himself and his Heirs, constitute, ordain and depute the said B.M. to be his and their Solicitor, with full and absolute Power hereby given to the said B.M. for them, and in their and every of their names and steads, to solicit, prosecute and follow, all and all manner of Actions, Suits, Troubles and Affairs whatsoever, whether in Law or Equity, which do now, or in any sort whatsoever hereafter shall or may concern the said T. Lord M.C. and his Heirs, for or by reason of any Lordships (&c.) of him, them or either of them, within the Realm of *England* or Dominion of *Wales*, whereof he, they or either of them are or may be possessed or seised, or any person or persons, for him or them, or any other Cause whatsoever, as well in all and every such Action or Actions, Suit or Suits, of or in any kind whatsoever, either in Law or Equity, as shall be brought by the said Lord M. C. and his Heirs, or any of them, against any person or persons what-
soever,

soever; as also in all Actions and Suits of any kind to be brought against them, or any of them, in any Court or Courts of Justice, or before any Judge or Judges, for any Cause whatsoever, for his reasonable Salary and Allowance in that behalf: To have, hold, occupy, exercise and enjoy the aforesaid Office of Chief Steward, the place and execution of the Chief Stewardship, Oversight and Government in that behalf, of all and singular the Lordships, &c. of the said T. Lord M. C. which he, or any other person or persons whatsoever now have, or hereafter shall have in Trust, or to the use of him or his Heirs, or for any other Estate whatsoever; and the holding and keeping of all and all manner of Courts usually held and kept within the same: Together with all and all manner of Fees, Wages, Rewards, Profits, Advantages and Emoluments, to the said Office of Chief Steward, or Chief Stewardship of all the Lordships (&c.) of him the said T. Lord M. C. which he now hath, or which any other person or persons now hath, or hereafter shall have, for him and his Heirs, or either of them, belonging or in any wise appertaining, or at any time heretofore accustomed and used to be paid, rendered or received, to or by the Chief Steward or Stewards there for the time being, for or by reason of the said Office or Stewardship, or being Chief Steward of the same, &c.

A

A Grant of an Annuity with Condition, that the Wife shall claim no Dower.

TO all, &c. to whom (&c.) I H.B. of G. in the County of D. Gent. send Greeting. Know ye, That I the said H.B. have given and granted, and by this my present Writing, have confirmed unto R.G. and H. H. one Annuity or Annual Rent of (&c.) issuing out of all and every those my Messuages, Lands (&c.) in G. aforesaid, in the County aforesaid, with their and every of their appurtenances; To have and to hold to the said R.G. and H. H. and their Assigns, for and during the Term of the Natural life of J. B. my Wife, to be paid at the Feast of (&c.) by equal Portions, the first day or Term of the payment thereof, to begin at such of the said Feasts as shall first and next happen, after the death of me the said H. To have and receive the said Annuity or Annual Rent of (&c.) at the Feasts aforesaid, in form aforesaid, to be paid to the said R.G. and H. H. their Executors and Assigns, for and during the Natural life of the said J. for and in Consideration, and in the name of the whole Dower of the said J. to be had out of all the Manors (&c.) which late were, or now are, the Manors (&c.) of me the said H. B. And if it happen the said Annuity or Annual Rent of (&c.) or any part or parcel thereof, to be behind and unpaid at any of the said Feasts (&c.) that then it shall be lawful (&c.) to distrain (&c.) Provided always, That if the said J. or any other

other person or persons in her name, and by her Assent, Act or Procurement, at any time after the death of me the said H. any Right, Title, Claim or Demand, in the name of her Dower, of, and in the said Messuages, Lands, Tenements and other the Premisses, or in any part or parcel thereof, shall claim or demand to have by any way whatsoever; that then and from thenceforth, the payment of the said annuity or annual rent of (&c.) or any part or parcel thereof, shall cease, and this grant thereof shall cease, determine, and be void, this my present Writing, or any thing, or matter therein contained, specified or expressed, in any wise notwithstanding. In Witness, &c.

Admory the Rent

A Grant of a Rent charge by the Father to his Sons Wife before Marriage, in recompence of her Joynture and Dower, Issuing out of those Lands, which should descend to the Son after the Father's death.

This Indenture made (&c.) Between ^{Parties.}

T. K. the elder, of A. in the County of L. Gent. of the one part, and B. W. of N. in the said County of L. Spinster, of the other part; Witnesseth, That whereas it is meant, and intended by, and between the said parties to these Presents, That T. K. the younger, Son and Heir apparent of the said T. K. the elder, shall Marry and take to Wife the said B. Marriage to be and that the said B. shall likewise Marry, and had. take to Husband the said T. K. the younger, And to the intent, that the said B. shall after the death and decease of the said T. K. the younger, if she shall happen to Survive him,

O

be

Joynture.

Grant.]

Habendum.

Death.

Payments.

be provided of a competent Portion to maintain her self, and in lieu and recompence of her Joynture and Dower, of all the Lands, Tenements and Hereditaments, whereof the said T. K. the younger shall hereafter happen to be seised, during the Coverture between him and the said B. whereof by the Laws of this Realm, the said B. is to be Endowed after the death of the said T. K. the younger, The said T. K. the elder hath given, and granted, and by these presents for him and his Heirs, doth give and grant unto the said B. one Annuity or yearly Rent-charge of (&c.) of good and lawful Money of *England*, to be issuing, going, and yearly payable unto the said B. and her Assigns, from, and immediately after the death and decease of the said T. K. the younger, out of all that the Manor of H. with the appurtenances, sit, lying and being in D. in the County of L. And out of all Messuages, Lands, Tenements (&c.) to the said Manor belonging, or in any wise appertaining; To have and to hold, perceive and enjoy the said Annuity or yearly Rent of (&c.) and every part thereof unto the said B. W. and her Assigns, immediately from, and after the death and decease of the said T. K. the younger, for, by, and during the Natural Life of the said B. W. the said Annuity or Rent-charge to be paid unto the said B. W. and her Assigns, at 4 most usual Feasts in the year; (that is to say) (&c.) The first Payment of the said Annuity or yearly Rent-charge, to be made at the first of the said Feasts that shall next happen, to be after the death and decease of the said T. K. the younger; And

if

it it happen, the said Annuity or yearly Rent-
 of (&c) or any part or parcel thereof, to be
 behind and unpaid after any of the said
 Feasts, in which the same ought to be paid
 as aforesaid, by the space of ten days; That ^{Forfeiture}
 then, and so often the said T. K. the elder,
 and his Heirs and Assigns, shall lose and for-
 feit unto the said B. W. and her Assigns, the
 Sum of 5 l. of good and lawful Money of
 England, for, and in the name of a Pain or
 Penalty; and that then, and at all times af-
 ter, it shall and may be lawful to, and for
 the said B. W. and her Assigns, into the said
 Manor and other the Premises aforesaid,
 with the Appurtenances, or in any part or
 parcel thereof, to Enter and to Distrain, as ^{Distrain.}
 well for the said Annuity or yearly Rent-
 charge, which shall happen to be behind and
 unpaid; as also for all, and every Sum and
 Sums of Money to be lost, and forfeited for
 Non-payment of the said Annuity or yearly
 Rent-charge, or any part or parcel thereof,
 for, and in the name of a Pain, as aforesaid:
 And the Distress and Distresses then, and
 there found and taken, to lead, drive and
 carry away, and the same to detain and keep
 in her, or their Custody and Possession, un-
 til, that the said B. W. or her Assigns, shall
 be of the said Annuity or yearly Rent, with
 Arrearages thereof, (if any shall happen to
 be, and also of every Sum and Sums of
 Money to be lost and forfeited, for, and in
 the name of a Pain, for not paying of the
 said Annuity or yearly Rent-charge, or of
 any party or parcel thereof, within the space
 of ten days next after any of the said Feasts) ^{Satisfaction.}
 O 2 fully

*Very Severe
 for Sure a
 Woman Ought
 to Waste Some
 times as Well as a
 Man*

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fully satisfied, contented and paid. And the said T. K. the elder, doth for himself, his Heirs (&c.) Covenant and Grant, to and with the said B. W. &c. That if the said T. K. the younger shall happen to dye, in the life time of the said T. K. the elder, leaving any Child or Children by him the said T. K. the younger, of the Body of the said B. begotten, then living, that then the said T. K. the elder shall, and will at his own costs and charges, during the Life of the said T. K. the elder, maintain, and bring up the Child and Children, and every of them, and thereof, and of the charge thereof, shall and will acquit, enonerate and discharge the said B. during the lifetime of the said T. K. the elder: And if both the said T. K. the elder, and T. K. the younger shall dye, leaving the said B. and any Child or Children by the said T. K. the younger, of the Body of the said B. begotten, Then for better Maintainance and bringing up of the said Child or Children after their Deaths, the said T. K. the elder, doth by these Presents give, and grant unto the said B. W. one other Annuity or yearly Rent-charge of 40 *l.* of lawful Money of *England*, to be issuing, going, and also yearly payable to the said B. or her Assigns, out of all the said Manors of A. and out of all Messuages, Lands, Tenements and Hereditaments to the said Manor belonging, for, by and during the Natural Life of the said D. if she the said D. shall have any Child of her Body of the said T. K. the younger begotten, so long living; the said Annuity or yearly Rent of 40 *l.*

to

If the Husband
dye leaving a
Child, &c.

The Father
shall maintain
it.

If Father also
dye.

Then Grants
another Rent.

Payable, &c.

to be yearly paid at the said four most usual Feasts or Terms in the year, by equal Portions, the first payment thereof to be made at the first of the said Feasts, that shall next happen to be after they the said T. K. the younger, and T. K. the elder are both deceased. [Here add another Forfeiture and Distress *ut supra.*] In Witness, &c.

Of an Office for a Receiver of Rents, with a Fee and Clause of Distress, &c.

TO all Christian People, to whom these present Writings shall come, I Sir A. B. of, &c. send greeting: Know ye, That I the said Sir A. B. for, and in Consideration of the good and faithful Service which T. H. my Servant hath heretofore done unto me the said Sir A. B. and for divers other good Causes and Considerations, me at this present specially moving, have given, granted and confirmed, and by these Presents, for me, my Heirs and Assigns, and every of us, do give, grant and confirm unto the said T. H. the Office of Receiver of all the Rents, and Profits whatsoever, from time to time, coming and growing of all my Manors (&c.) whatsoever, with all and singular the Appurtenances in the County of R. and all Profits, Commodities and Advantages whatsoever, to the Office of a Receiver belonging, or in any wise appertaining; And I the said Sir A. B. for me, my Heirs and Assigns, do by these presents ordain, and appoint the said T. H. to be Receiver, of all and singular

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lar the afore named Manors, and other the said Premises; To have, hold, exercise and enjoy the said Office of Receiver of the Premises, unto the said T. H. by himself, or his sufficient Deputy or Deputies (for whose Actions he shall be responsible:) And all such Profits, Commodities and Advantages, as to the Office of a Receiver doth, or ought in any wise to belong or appertain, from henceforth during all the natural Life of the said T. H. And also, That I the said Sir A. B. in Consideration of the Premises, for me, my Heirs and Assigns, do give, and grant unto the said T. H. one yearly Rent, Fee and Annuity of (&c.) *per Annum* of lawful Money of *England* going out, and yearly to be received out of, and in all that the Manors of L. and M. with all and singular the Appurtenances in the said County of R. and out of, and in all the Lands, Tenements and Hereditaments whatsoever, with their Appurtenances to the same Manors of L. and M. or either of them, in any wise belonging or appertaining. To have, levy, receive, take and enjoy the said Rent, Annuity and yearly Fee of, &c. unto the said T. H. or his Assigns, from henceforth yearly, during all the natural Life of the said T. H. at two Feasts or Terms in the year; That is to say, at the Feasts of (&c.) by even Portions, of, and out of the yearly Rents, Revenues and Profits of the said Manors of L. and M. and other the Premises thereunto belonging, as well in, and by his own hands, and in his own hands to be detained and kept, as by the hands of the Tenants, Farmers, Bailiffs, Collectors, Receivers or Occupiers

piers of the Premises, or any part thereof for the time being. And I the said Sir A. B. for me, mine Heirs and Assigns, do by these Presents, Covenant, Promise and Grant to, and with the said T. H. &c. That if, or as often as it shall fortune the said Rent, Annuity or yearly Fee of (&c.) or any part thereof to be behind and unpaid, at any time or Term during the said Term, in part or in all, after any of the said Feasts, at which the same ought to be paid, by the space of 30 days then next, that then, and so often it shall, and may be lawful unto the said T. H. and his Assigns, in all the said Manors of (&c.) and other the Premises thereunto belonging, with the Appurtenances, and into every part or parcel thereof, to enter and distrain, and the distress or distresses there taken, to lead, drive, carry away, and detain until the said Rent, Annuity or yearly Fee of (&c.) with the Arrearages thereof (if any such be) together with his and their Costs and Charges, Expences (in that behalf to be sustained) be fully satisfied and paid unto the said T. H. or his Assigns, And I the said Sir H. C. for me, mine Heirs and Assigns, have put the said T. H. in full possession and seisin of the said Rent, Annuity or yearly Fee of (&c.) in form aforesaid, by the payment of a piece of Money called a Sixpence, which I have given and delivered, and paid unto him at the Enfealing hereof, in name of possession and seisin thereof, as in part of payment of the said yearly Annuity or Fee: And further, I the said A. B. for me, mine Heirs and Assigns, do will, and command all and singular

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the Officers, Tenants, Farmers and Occupiers of the Premises, and every part thereof, of me the said Sir A. B. mine Heirs and Assigns, for the time being; not only to be aiding and assisting unto the said T. H. and his sufficient Deputy or Deputies for the time being, for the better executing of the said Office, and every part thereof; But also to permit and suffer him and them, and every of them, quietly to use, occupy and exercise the said Office, and the whole benefit of the same with effect, without any their Lets, Disturbances or Contradictions in that behalf: And further know ye, That I the said Sir A. B. for me, mine Heirs (&c.) and every of us, do Covenant and Grant by these Presents to, and with the said T. H. and his Assigns, That the said T. H. from time to time, during the natural Life of the said T. H. for, and in Consideration aforesaid, quietly and peaceably shall have and enjoy the aforesaid Annuity, yearly Rent and Fee of, &c. without any lawful Let, or Impediment of any person or persons whatsoever. In Witness, &c.

Of the Office of a Receiver and Surveyor.

TO all, to whom, &c. H. Earl of R. sendeth greeting; Know ye, That I the said Earl have given and granted, and by these Presents do give and grant unto N. B. Gent. the Office of Receiver of all the Rents, Issues, Profits, Sums of Money arising, growing and renewing, or coming out of all my Manors, Lands and Tenements whatsoever in the

the County of D. And also the Office of Surveyor, of all and singular my Manors, Lands (&c.) aforesaid, And the said N. B. Receiver and Surveyor of the said Rents, Issues, Profits, Manors, Lands, &c. have ordained and appointed, and by these Presents do ordain and appoint; To have and to hold, the said Offices of Receiver and Surveyor, in as ample manner and form, as any other or others the aforesaid Offices, or either of them have at any time heretofore used, and had the same: Know ye also, That I the said Earl, have given and granted unto the said A. B. for the Execution and performance of the said Offices, one Annual or yearly Rent of (&c.) To have, take, receive and levy, for Term of his natural Life by his own hands, out of the Rents, Issues, and Profits of the said Manors, Lands (&c.) at the Feast of (&c.) by equal Portions; And if it happen, the said Annual Rent of 40 l. to be behind and unpaid, &c. [Then liberty to Distrain as in other Distresses.] &c.

• *Of a Keeper of a Park.*

KNow all Men, &c. That I A. B. Kt. Lord of the Manor of E. have given and granted, and by these Presents do give, and grant to my faithful Servant C. D. the Custody, or Office of Keeper of my Park of E. in the County of L. and have made and appointed him my Parker of my Park aforesaid; To have and to hold, the said Custody or Office, by himself or sufficient Deputy

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puty (for whom he will be answerable unto me) during the natural Life of the said C. with the Wages of 20 *d.* for every day, yearly during his Life, to be taken by the hands of the Receiver, Bailiff or Farmer of my Lordship or Manor of E. aforesaid, for the time being yearly, during the Life of the said C. out of the Rents and Profits of the said Manor, with the appurtenances; at the Feasts (&c.) by even and equal Portions. And one Robe or Livery, such as my Parkers are wont to have at the Feast of, &c. when I or my Heirs shall be pleased to give such Liveries; And if it shall happen (&c.) To Distrain (as in others) and the Distresses so taken, lawfully to carry away, lead or drive, and the same with him to retain, until, of the Wages aforesaid, and all Ayearages thereof (if any be) he be fully satisfied and paid: Wherefore I do will and command the Receivers, Bailiffs, Farmers and other Occupiers of my said Manor of E. both now and hereafter to be, That out of the Rents, Issues, Farms and Profits of my aforesaid Manor with the Appurtenances, that he or they pay, or cause to be paid to the said C. D. or his Assigns, the Wages aforesaid of 20 *d.* for every day at the Feasts aforesaid, by equal Portions from year to year, and term to term, during the Life of the said C. Know ye also, That I have moreover given and granted, and by these Presents do give, and grant unto the said C. Pasture for three Horses, and six Kine within the Park aforesaid, during his Life as aforesaid, to be depastured: To have to the said C. during his Life, with free

ingress,

ingress and egress, and regress, to drive the same in and out of the said Park, without any contradiction whatsoever. So as nevertheless the said C. D. by himself, or his sufficient Deputy, do well and faithfully keep, and exercise the said Office, for whose doings he will answer. In Witness, &c.

CHAP. V.

Of Fines.

A Fine is a ceremonious Conveyance of Fine what? Lands or Tenements, or of any thing Inheritable, having a being at the time of such Fine, to the end to cut off all Controversies. *West. part 2. Symb. Sect. I.* saith, They are Covenants made before Justices, and entered of Record, it begins thus, *Hæc est Finalis Concordia, &c.* (This the is Final Agreement, &c.) And this must be done before the Kings ^{Where to be} Judges, in the Court of *Common Pleas* ^{made.} concerning Land, that one Man shall have from another to him and his Heirs, or to him and the Heirs of his Body, or to him for Life, or for Years. Whereupon, also a Rent may be ^{Rent may be} reserved, but no Conditions or Covenants. ^{reserved.} This Fine is a Record of great Credit, and upon this Fine, four Proclamations are made in the *Common Pleas*, viz. One every Term ^{4 Proclamations, 3 Eliz. 2.} for the four next Terms together; and if any Man having Right to those Lands, make not his Claim within ^{Claim within} 5 years next after these Proclamations are ended, he loseth his Right ^{5 years.} for

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Or right lost.

Exception.

Fine bareth
Entails.Begins by Pre-
cipe and Con-
cord.

Concord.

Things to be
observed in the
Form thereof.
Single Fines.

Double Fine.

for ever, unless he be an Infant, a Woman Covert, one beyond the Seas, or one Mad, and then his Right is saved, so that he Claim within 5 years after his coming to full Age, after the Death of her Husband, after their Return from beyond the Seas, and after the Recovery of his Wits, as the case falleth out. Examples follow.

This Fine is called a Feoffment of Record, because it includeth all that a Feoffment doth, and worketh farther of his own Nature, and barreth Entails Peremptorily, whether the Heir Claim within 5 years or not, if he Claim by him that levied the Fine.

A Fine begins by Precipe and Concord. The Precipe is a Command or Charge, supposed to be given to the Cognizees, to hold Covenant with the Cognizors of such and such Lands, &c.

The Concord is the very Covenant or Agreement betwixt the Parties, Cognizors and Cognizees.

In the form whereof many things are to be regarded, as if it be single, whether it be *sur Cognizance de Drois come ceo que il ad de son Done*, or *sur Grant, Done, Release or Confirmation*, such and the like be called single Fines, nothing being rendred back by any of the Cognizees, to any of the Cognizors, See *West. Tit. Fines*.

A Double Fine is with a Render, what Estates are to be Created thereby, and of the Reservation of Rents, *Nomine Pene* and Clause of Distress and Services, with the Clause of Warranty: For which it is to be noted, That when a Fine is levied to divers Cognizees,

Cognizees, the Right shall be limited to one of them only, and the Estate limited to his Heirs only, whose Right it is knowledged to be, *Ibid.*

The Right limited to one only.

3 H. 6. 42.

24 Ed. 3. 64.

(As this)

Et est Concordia talis, scilicet, quod p̄dict A. cognō Tenementa p̄dict cum pertinē esse ius ipsius B. ut illa que iſdem B. & C. habent de dono p̄dict A. Et ill remiſit & quiet claim de ſe & Heredibus ſuis p̄ſar B. & C. & Heredibus ipsius B. & C.

Example.

And likewise the Release and Warranty must be from the Heirs of one of the Cognizors: For in a Fine from divers, the Fee must be supposed to be in one of them only, *West. Pref. tit. Fines §. 30.*

Release.

21 Ed. 3. 33.

And a Concord cannot be of any other thing than is contained in the Writ of *Co-venant*, and not of a Foreign thing, if it be not consequent, *Ibid.*

Of no Foreign thing.

And if divers joyn in a Fine its said, the Warranty must be by them, and the Heirs of one of them which is the Owner of the Land, 44 E. 3. 1. Yet if there be divers Cognizors they may warrant severally, and either generally or specially: For it is observed by Mr. *West. tit. Fines §. 147.* That Warranties be sometimes General, that is, against all men; some against all, except certain persons; some against certain persons only; some against every Cognizor and his Heirs severally; some against one of the Cognizors and his Heirs only; some of all the Lands in the Fine; some of all, except part; and some of part only, certainly expressly, *West. tit. Fines §. 147.*

Warranty, how made.

Divers sorts of Warranties.

See

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See also *Browne's Fines and Recoveries*, last published.

Parties must be
seised.

He who acknowledgeth the Fine is called the *Cognizor*, and he to whom the Fine is levied is called the *Cognizee*; and it is requisite, that either the *Cognizor* or *Cognizee* be seised of the Lands in the Suit at the time of the levying thereof, otherwise the Fine is void, 41 *Ed.* 3. 14. 22 *H.* 6. 13. 3 *H.* 6. 27 *H.* 8. 4 & 20. 37 *H.* 6. 34. 22 *H.* 6. 57. See *West. Tit. ed.* Unless it be by a *Vouchee*, after he hath entred into the Warranty to the Demandant; for he being Tenant in Law may confess the Action: But a Fine by *Vouchee*, levied to a Stranger is void, 8 *H.* 4. 5 *H.* 7. 40. See *West. ibid.*

Exception.

Who may be
Cognizers.

All persons, Male and Female, may be *Cognizers*, except Ideots, Mad-men, Lunatics, Men having the Lethargy, Blind, Deaf or Dumb; and these be hindred by Nature. Fryers, Nuns, Monks (who are dead in Law) and persons having Joynt-Power, as a Bishop without the Dean and Chapter; a Dean without his Chapter; a Parson, Vicar, Prebendary, without their Ordinary; a Mayor without his Commonalty; Masters of Colleges without their Fellows, and the single Members of every Corporation or Society; and these be hindred by the Law, *West. ibid.*

Exception.

Cautions.

Care to be
taken by
Husbands.

A Husband without his Wife ought not to levy a Fine of her Lands; for she and her Heirs may avoid it after his death, 32 *H.* 8. cap. 28. 12 *E.* 4. 12. 42 *E.* 3. 20.

Infants

Infants, *id est*, all persons under 21 years, By Infants.
ought to have a special care how they levy
a Fine; for they must be reversed again
during their Infancy; otherwise they are
good, and the Court must see them at such
Reversal, thereby to judge of their Age, 50 E.
3.5. 17 E.3.52,78.

It ought to be regarded, That Drunken By Drunkards
men, and old Doring persons be not Cogni- and Doters.
zors; for their Fines are not Reversable,
17 E.3. 5 & 8. 17 Aff. 17.

A Married Woman under Age ought to By a Married
take heed, that she levy not a Fine of her Woman under
own Lands; for she cannot reverse it during Age.
her Husbonds life, neither after his death,
if she be then at Full age, 50 E.3.5 Aff. pl. 53.

A Married Woman of Age ought not to
levy a Fine, but with her right Husband, Of Age.
7 H.4.23. 42 E.3. 20.

And she must beware how she with her With her Hus-
Husband levy a Fine of her Joynture, lest band of her
she thereby lose her Thirds, if the Joynture Joynture.
were well settled before Marriage, Dyer fo. 359.
pla. 49.

If she without her Husband levy a Fine of Without her
her own Lands, wherein she hath Fee-simple, Husband.
it will be a Bar against her and her Heirs,
unless her Husband avoid it by Entry, or
otherwise, during her Life.

If he be Tenant by Courtesie, he may Tenant by
Reverse it after her Death; 17 E.3. 52 & 78 Courtesie.
17 Aff. 17. 7 H.4.23.

If a Woman, during her first Husbonds Woman
life marry a second, and with him and by his having two
Name knowledge a Fine, it shall not bind her, Husbands.
7 H.4.22,23. because she is Mis-named.

And

Wife Mis-
named.

And if she levy a Fine with her right Husband by a wrong Christian Name, she is bound by Estoppel during her life, and the Tenant may plead, That she (by such a Name) levied the Fine, 1 *Aff. pl.* 11. *Brook Fines* 117.

(Of Cognizors.)

Who may be
Cognizors.

Persons Outlawed or Waved in Personal Actions, may alien by Fine, 9 *H.6.20.* 21 *H.* 7. 7.

Persons
attainted.

Persons attainted of Felony or Treason may levy by Fine; but their Fines are void against the King, and the Lord of whom the Lands be holden, 9 *H.6.20.* 21 *H.* 7. 7.

Tenant for
Life.

Tenant for life may levy a Fine, *sur* Grant and Release of the Lands which he holdeth for Life, to hold to the Cognisee for Life, of the Tenant for Life, 44 *Ed.* 3. 36. But if the Estate be larger, it is a forfeiture of his Estate, 4 *H.7.* *Noy* 30.

Forfeiture of
Estates.

And so the Law is the same of such Fines by Tenant in Tail, after possibility, Tenant in Dower, or by the Courtesie, 39 *E.* 3. 16.

Not of Rent.

But it seemeth to be no Forfeiture of a Rent, 2 *H.5.7.*

Particular
Tenant.

Yet a particular Tenant, as in Dower, by Courtesie or for Life, cannot Grant and Surrender their Estate to the Owner of the Reversion or Remainder, 17 *E.* 3. 62.

Tenant in
Common, &c.

Tenant in Common, or Joynt-Tenant, may levy a Fine of his part, 26 *H.8.9.* So a Copartner of his part, *Dyer* 334.

So

So may Tenant in Tail, General or Special. Also Tenant in Fee-simple, in Remainder or Reversion. Tenant in Tail, &c.

Cognizors must be certainly named by their right Names of Baptism and Surnames, and their Additions, as Knight, Esquire, Gentleman, &c. are commonly used in Fines, *VWest. tit. Fines §. 14.* Cognizors, how to be named.

(Of Cognizees.)

All such Persons as may be Grantees, or take Contracts, may be Cognizees; as Persons of Full age, Infants, Females-Covert, Mad-men, Lunaticks, Ideots, Men Imprisoned, Men without the Realm, and all Corporations and Civil Bodies, Men attainted of Felony or Treason, Men Outlawed in Personal Actions, Bastards, Clerks convict, &c. Cognizees, who may be so.

But Persons civilly Dead, as Monks, Fryers, &c. cannot be Cognizees, because they want Civil Capacity, *VWest. Pres. tit. Fines; §. 15.* Exceptions of Persons.

Cognizees in Fines must be named by their proper Names and Sir-Names: For a Fine levied to A. and Sibel his Wife (where her Christian Name was Isabel) was holden void, *i Aff. pla. 11.* the rest in order; as for the Cognizors, *mutatis mutandis, VWest. Fines §. 15.* Cognizees, how to be named.

All, or two of the Justices of the Common-Pleas may in open Court take knowledge of Fines, and record them by virtue of their their Offices: And the Justices of the Common-Pleas be the only Judges for the Recording of Fines, and all Cognizances thereof

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be Certified thither , 15 E. 2. 36 H. 6. 34.
44 E. 3. 38.

Fines taken
out of Court.

The Chief Justice of the *Common Place*, by Prerogative of his Office, may take Cognizance of Fines in any place out of the Court, and certifie the same without a *Dedimus potestatem*, Dyer 224 pl. 31. the others by *Dedimus*.

In Counties
Palatine of
Chester, &c.

By the Statute of 2 E. 6. cap. 28. Fines may be levied in the County Palatine of *Chester*; and by 37 H. 8. cap. 19. of Lands in the County Palatine of *Lancaster*.

Of *Durham*.

And by 5 E. 1. cap. 27. within the County Palatine of *Duresme* alias *Durham*.

Of what things
Fines may be
levied.

Fines may be levied of all things being *in esse tempore Finis*, and certainly expressed in the Writs, 28 E. 4. 22. ♦

Fines may be levied of all things whereof a *Præcipe quod reddat* lieth, *VVest. tit. Fines*, §. 25.

Several Lands
pass in one
Fine.

Lands bought of divers Persons by several Purchasors may pass into one Fine, and then the Writ of Covenant muh be brought by the Vendees against all the Vendors, and every Vendor must Warrant against him and his Heirs only. And these joynt Fines are seasonable when the Purchases are of small value, and the Charges would exceed the value.

The Conveni-
ency.

Of what things
Fines may not
be levied.

Fines may not be levied of things uncertain, as *de Tenemento*, 3 Ed. 4. 19. Nor of Lands restrained from Sale by Act of Parliament, 32 H. 8. cap. 36.

If

If Lands of the Husband or his Ancestors, assured for Joynture, Dower or in Tail to any Woman by means of her Husband, or his Ancestors, be by her granted for a greater Estate than for her Life, her Estate is presently forfeited, *Plow. fol. 459.* Caution by a Woman.

Also a Fine of Lands in ancient Demesne, may be Reversed by a Writ of *Disceit*, brought by the Lord of ancient Demesne, Lands in Ancient Demesne.
7 H.4.44. 8 H.4.23. *Reg. fol. 13.b.*

But if it be both of Ancient Demesne, and of Lands at the Common Law, it shall be good for the Lands at the Common Law, Mixt Lands.
7 H.4.44.

So it seems of Lands in Ancient Demesne, if the Fines be levied in the Court of Ancient Demesne. *Vide postea.*

Privies in Blood, as Heirs of the Cognizors, claiming by the same Title that their Ancestors had that levied the Fine, be barr'd presently thereby, whether they be void of Impediments, or no, 1 R. 3. c. 7. Persons barr'd by Fines. Privies.
4 H.7. c. 24. *Br. Fines* 109.

But Strangers to Fines, (that is, such as be not Parties or Privies) have five years after Proclamation, to enter and claim their Right, Strangers excepted.
Ibid.

The like time have Infants, after they accomplish their Full age, *Plowd.* 367. a. Infants.
359. b. 4 H.7. cap. 24.

The like liberty have Mad-men and Lunaticks after they be cured of their Maladies, Mad-men.
Plowd. fo. 375, 376.

Also *Feme Coverts*, or Married Women, being Strangers to the Fine, after the Death their Husbands, Feme Coverts.

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But if a Single Woman, being *Estranger* to the Fine, having present Right, take an Husband, who suffereth the five years to incur; she is ever barred, *Plowd.* 366 *a.*

Prisoners.

Prisoners, Strangers to the Fine, shall have five years after their Inlargement, *Plowd.* 360 *a.* 366 *a.* 375 *a.*

Civil Bodies.

But Civil Bodies and Corporations, having an absolute Estate, so as to maintain a Writ of *Right*; as Mayor and Commonalty, Dean and Chapter, &c. are barr'd by five years, *Plowd.* fo. 358. T. 20 *Eliz.*

Exception.

But Deans, Bishops, Masters of Hospitals, Parsons, Vicars, Prebendaries, &c. which may not have a Writ of *Right*, are not barr'd by five years, *Plowd.* 538 *a.*

Impediments removed after Proclamation.

But Note also, That such Persons who have such Impediments, as aforesaid, if after Proclamation the said Impediments be wholly removed, and afterwards they fall into the like again, and dye, their Heirs shall not have five years Claim anew; but the first years begun immediately after the first Removal of the said Impediments, shall run on to five years, and shall bind the Heirs.

Title descending after Proclamation.

Yet such strangers to Fines, and void of such Impediments, whose Right or Title cometh or descendeth to them after the Proclamation, have 5 years after the coming of such Right, 1 R. 3. cap. 7. 4 H. 7 cap. 24. *Plow.* fol. 378. *a. b.*

So

So he in Remainder or Reversion, depending upon an Estate of Freehold, after the Remainder or Reversion accrueth, hath 5 years to Enter, and if he dye before Entry, his Heir hath only 5 years to Enter after the Death of the particular Tenant, *Plow.*

After a Reversion accrueth.

fol. 374. a. b.

And also, such Strangers to Fines as are not void of such Impediments, having future Right, have 5 years after such Impediments removed, 1 R. 3. cap. 7. 4 H. 7. cap. 24. *Plow.*

Strangers having future right.

fol. 364. a.

Such Strangers to Fines, as have neither present nor future Right at the levying thereof, by reason of any matter had afore the Fine, whose Right groweth either intirely after the Proclamation, or partly before, and partly after, may Enter and Claim when they please, within the time of the Prescription.

Having neither present nor future.

As if the Father dye seised, his eldest Son being professed, and the youngest Son entreth and is disseised, and a Fine with Proclamation levied; and after the eldest Son is deraigned, i.e. discharged of his Profession or Religion: It seemeth, he is bound to no time.

Example.

So if the Husband levy a Fine of his own Lands, whereof his Wife is Dowable and die, and 5 years pass; she is not barred of her Dower, for before his death she had only a possibility, and not any Title to Dower, *Plow. fol. 373. a.*

Dower.

And if Strangers have several future Rights, by diverse Titles growing at several times, they shall have several 5 years, from the time that their several Titles accrued unto them, *ibid.*

Several future Rights growing at several times.

No right to the Land but to a Rent, &c. Issuing out of it.

And Strangers to Fines having neither present, nor future Right to the Tenements in the Fine, but unto something in, or issuing out of the same; as Rent, Common-Way, Estovers, or any such charge out of the Land, seem not barrable at all: For it seemeth, that that these Fines extend only to bind the Estate, Title, Right, Claim, Entry and Interest, in, and to the Land, and not Profits to be taken out of the Lands, nor to take power given to Executors, or others to sell the Lands, *Brook Tit. Fines* 123.

Plea that a Stranger was seised.

It is a good Plea to a Fine to say, That J. S. was seised at the time of levying it, and before, without that, That the Parties to the Fine, had any thing therein at the time of the Fine levied, 9 *H. 4.* 27. 3 *H. 6.* 27.

The parties had nothing but, &c.

Or that the Parties to the Fine had nothing, &c. But that A. B. had, whose Estate he hath, 33 *H. 6.* 18. 26 *Hen. 6.* 9. 42 *E.* 3. 20. 4 *H. 4.* 8. 4 *H. 7. cap.* 24.

Two of one name.

If there be two of one name, and the one levy a Fine of the Lands of the other, the other may avoid it by pleading; likewise, the Owner of the Land may avoid the Fine levied (by a Stranger) in his name, because it is a matter of Record, and there is no other remedy, except an Action of Deceit, 34 *H. 6.* 19.

Fine avoided.

Pleas not allowable.

But neither Parties to Fines, nor their Heirs may plead, that before, at, and since the levying the Fine, the Plaintiff or their Heirs were always seised of the Lands in the Fine, or of parcel thereof, 27 *E. 1. cap.* 1.

Tenant

Tenant in Remainder in Fee, may aver the continuance of Possession against a Fine, *sur Cognizance de Droit come ceo, &c.* levied by Tenant in Tail, 12 E. 4. 12. because he is neither the Party nor his Heir, and so may a Feme-covert, where her Husband sole levieth the Fine, *ibid.*

Issue in Tail may aver continuance of Possession against a Fine, *sur Cognizance de* By Issue in Tail.

Droit tantum, but not against a Fine, *sur Cognizance de Droit come ceo, que il ad de son done*, because that Fine is executed, and the other only Executory, 12 E. 4. 15 & 19.

11 H. 4. 85.

And lastly. *Note*, That if the use of a Fine be not declared before, nor after the Fine levied, it shall be intended, to the use of the Cognizor and his Heirs, See *West. Symb. Tit. Fines.* Use of a Fine not declared.

Therefore, the uses of Fines and Recoveries must be had and declared by Deeds betwixt the Parties, either before or after the levying the Fine, of which Deeds you have many special Presidents following.

But first, we will see the several kinds and forms of such Fines.

Of the several kinds of Fines.

Some distinguish Fines to be either Single, or Double. Division of Fines.

Th Single Fine is that by which an Estate is granted by the Cognizor to the Cognizee; and nothing is thereby rendred back again by the Cognizee to the Cognizor. Single Fine.

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The Double Fine, is that which doth contain a Grant or Render back again from the Cognizee to the Cognizor; as of the Land it self, or of some Rent, Common, or other thing out of it: Many times limiting Remainders to Strangers, not named in the Writ of Covenant, and sometimes with reservation of Rent, Clause of Distress, and Grant of the same over.

Others divide these Fines into four kinds:
As,

1. A Fine *Sur cognizance de droit come ceo, &c.*
2. A Fine *Sure Done, Graunt & Render.*
3. A Fine *Sur cognizance de droit tantum.*
4. A Fine *Sur concessit.*

Fine *Sur concessit*, what.

A Fine *Sur concessit*, is such a Fine where the Cognizor is seised of the Lands contained therein, and the Cognizee hath no Freehold therein, but it passeth by Fine: This Fine is said to be Executory, so that the Cognizee or Cognizees therein must enter, or have a Writ of *Habere facias Seisnam*, according to their several Cases, for the obtaining of the Possession; if the parties to whom the Estate is limited at the time of Levying such Fine be not in possession of the Thing granted: But if they be in possession at such time, there needs not any such Writ, or any Execution of the said Fine to put them in possession; for then the Fine will enure by way of Extinguishment of Right, and doth not alter the Estate or Right of the Cognizee, however perchance it may better it.

The

The Concord of it begins thus:

Viz.

ET est Concordia talis, scilicet, Quod p̄dice
A. concessit & reddidit Tenementa
p̄dica cum p̄tin' p̄lat B. & heredibus suis
durant vita ipsius A. Et p̄dice A. War-
rant Tenementa p̄dice cum p̄tin' p̄lat B.
& heredi suis durante vita ipsius A.

Or thus:

ET est Concordia talis, Quod p̄dice A.
concessit p̄dice B. Tenementa p̄dica
(Et.) Habend' eid' B. p̄o termino vite sue
(Et.)

Or to the like effect: Of which see more
hereafter.

A Fine *Sur cognizance de droit tantum*, is
also said to be Executory, and much of the
Nature of a Fine *Sur concessit*: It is used
commonly to pass a Reversion, and then it
is expressed by such Fine, that the particular
Estate is in another, and that the Cognizor
willeth, that the Cognizee shall have the Re-
version, or that the Land shall remain to
him after the particular Estate spent. It is
so called, for that the Words, [*Come ceo que il
ad de son done*; or rather, *ut ill' quæ idem* (the
Cognizee) *habet de dono* of the Cognizor] are
left out.

*Fine Sur cog-
nizance de
droit tantum.*

And sometimes it is used by Tenant for
Life, to make a Release (in the Nature of a
Surrender) to him in Reversion, but not by
the word [*Surrender*]; for it is said a parti-
cular Tenant, as for Life, cannot surrender
his Term to him in Reversion or Remainder
by Fine, but he may grant and release to
him

him by Fine, 44 E.3.36. 3 Co.86. Dyer 216. Plowd.268.

If the Cognizee hath the Freehold of the Land, it is then called a *Fine Sur Release*, and needs no Seisin upon it, if the party be in possession, as before observed.

Note, Its said, a Fine upon a Release may not enure to an Use, Co.3 Inst.36.

*Fine Sur Done,
Grant &
Render, what.*

A *Fine Sur Done, Grant & Render*, is that which is called a Double Fine, as is before observed, being in a manner two Fines; (That is to say,) A *Fine Sur cognizance de droit come ceo*, and a *Fine Sur concessit*, both formed into one; whereby the Cognizee, after a Release and Warranty made to him by the Cognizor of the Lands contained therein, doth grant and render back to the Cognizor the Lands (&c.) or some part thereof; and many times limiting thereby Remainders to persons that are Strangers, and not named in the Writ of Covenant.

This Fine is partly Executed, partly Executory; and as to the first part of it, is altogether of the same Nature with a *Fine Sur Cognizance de droit come ceo, &c.* But as to the second part, containing a Grant and Render back (as aforesaid) it is taken in Law to be rather a private Conveyance or Charter between party and party, and not as a Writ of Judgment upon Record. If the party be in possession, it may be said to be executed, and need no Writ of Seisin; otherwise it is Executory, 5 Co. 38.

This

This Render is sometimes of the whole Fee, and sometimes of a particular Estate, with Remainder or Remainders over, or the Reversion; and sometimes with Reservations of Rents with Distress, and sometimes with a Grant thereof over by the same Fine.

Note, The Render of a Fine cannot be without Writing to any other Use, *Mo. Rep.* 629.

Note, A Render must be made upon a *Come ceo, sur Release*, or other Fine executed.

A Fine *Sur cognizance de droit come ceo que il ad de son done*, single, is the principal, best and surest kind of Fine: It is said to be Executed, because it doth of its own force give present possession (at least in Law) to the Cognizee; so that, he needeth no Writ of *Habere facias seisinam*, or other Means for the Execution thereof: For it doth admit the possession of the Lands of which the Fine is levied, to pass by the Fine, so that the Cognizee may enter; for that the Estate is thereby (in Law) in the Cognizee; That is to say, To such uses as are declared in the Deed, to lead the Use thereof. For this is a General Maxim, That unless it be declared by Deed, or otherwise, to what use the Fine was levied, such Fine shall be and enure to the Use of the Cognizor that levied the same. This Fine is levied with Proclamation, according to the Form of the Statute, 4 H. 7 cap. 24.

A Fine *Sur cognizance de droit come ceo, &c.* what.

Also this Fine is called a Feoffment upon Record, and doth imply in it the Livery and Seisin, *Pract. Reg.* 148. *Bendl. Rep.* 134.

Also

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Without Pro-
clamations.

Also a Fine is either with Proclamations or without Proclamations; and Executed or Executory. That without Proclamations is termed a Fine at the Common Law, and is levied in such manner as was used before 4 H. 7. 24. which still remains of such force, as they were at the Common Law, to discontinue the Estate of the Cognizors, if they be executed, *Plowd. 265. b. Dyer 216. p. 54.*

With Procla-
mations.

That with Proclamations, is term'd a Fine according to the Statutes of 1 R. 3. 7. 4 H. 7. 24. 32 H. 8. 36. 31 El. cap. 2. And such a Fine is every Fine (that is pleaded) intended to be, if it be not shewed what Fine it is. And these Fines with Proclamations are the best sort and most used; and it is said, to be in the election of the Cognizee to have it with or without Proclamations; and if there be Error in the Proclamations, yet the Fine shall be taken as a good Fine at Common Law without Proclamations, *Jenk. Cent. 6. Case 53. Co. 2 Inst. 519.*

3 Crs. 692.
Election.

Fine Executed,
or Executory.

A Fine also with or without Proclamations, is either Executed or Executory: Executed, is such a Fine as of its own force gives present possession, as a Fine *Sur cognizance de droit come ceo*. And in some respects a Fine *sur Release*, Confirmation or Surrender, is said to be Executed.

Executory does not execute a Possession without Entry or Action; as a Fine *Sur cognizance de Droit tantum*, when the Cognizee hath no Freehold, &c. *Sur concessit*, *sur Done*, *Graunt & Render*, and requires a Writ of *Seisin*, unless the party be in possession of the Lands, as is before observed.

And

And Note, That almost any kind of Contract may be made and expressed by a Fine, as it may by a Deed; and therefore it may be so made, that one of the parties shall have the Land, and the other a Rent out of it; and that one shall have for one time, and another for another time: By a Fine also a Lease for years, or a Joyniture for a Wife may be made, and by a Fine a Gift in Tail and a Remainder over may be limited and created, 1 Co. 76.

Also a Heryot may be reserved, with Clause of Distress.

Next we will proceed to the Forms of *Præcipes* and *Concords*, of each of the four sorts of Fines before mentioned; viz.

1. A Fine Sur cognizance de Droit come ceo, &c.
2. A Fine Sur Dons, Graunt & Render.
3. A Fine Sur Done & Graunt tantum.
4. A Fine Sur Concessit.

(1.) The Form of a Single Fine Sur cognizance de Droit come ceo, que il ad de son done, &c.

Hanc it. **P**ræcipe A. B. qđ iuste, (It.) tedi C. D. Conventonem (It.) de uno Mesuagio, uno Cottagio & decem acris Pasturæ cum ptin in C. Et nisi (It.)

Et est Concordia talis, scilicet, Qđ p̄dice A. recogit Tenementa p̄dice cum pertinere esse jus ipsius C. ut illi que idem C. habet

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habet de dono p̄dica' A. Et illi remisit & quiet clam de se & heredibus suis p̄dica' B. & heredibus suis imperpetuum. Et preterea idem A. Concessit pro se & heredibus suis, Quod ipsi Warrane p̄dica' B. & heredibus suis Tenementa p̄dica' cum p̄tū contra p̄dica' A. & hered' suos imperpetuum. Et pro hac (Et.)

Note, The Concord must contain no more Land, or other things, than are in the Writ of Covenant; as if the Writ be of the Manor of T. only; and the Concord is of the Manor of E. and Manor of F. In this Case the Fine, as to the Manor of F. will be voidable, *Co. 2 Inst. 513.*

Also, if a Fine be levied to any person not named in the Writ of Covenant; as if A. be Plaintiff in the Writ of Covenant against C. and C. Jevierth a Fine to A. and B. This is not a good Fine, but avoidable by a Writ of Error, *Co. 2 Inst. 513, 514.*

And if a Rent be reserved upon this sort of Fine, it is void.

(2) The Form of a Double Fine, *Sur Done Graunt & Render.*

Midde ff. **P**recipe A. B. Sen, qd̄ iuste (Et.) ten C. D. Conventio(n) (Et.) de Manerio de E. cum p̄tū in f. Et nisi (Et.)

Et est Concordia talis, scilicet, Quod p̄dica' A. recogni Manerium p̄dica' cum p̄tū esse ius ipsius C. ut illi que idem C. habet

habet de dono predia' A. Et ille remisit
 & quicq. clam de ipso A. & heredibus suis
 pdia' C. & heredibus suis imperpetuum.
 Et p̄terea idem A. concessit p̄ se & heredi-
 bus suis, qd̄ ipsi Warrane Maneriu' p̄
 cum p̄t̄m plac̄ C. & heredibus suis con-
 tra ipsum A. & heredes suos imp̄petuū.
 Et p̄o hac recogn̄ remissionē quicq. clam
 Warrane, Fine & Concordia idem C. con-
 cessit pdia' A. pdia' Maneriu' cum p̄t̄m.
 Et ille ei reddidit in eadem Cur̄ habend̄ &
 tenend̄ eidem A. & heredibus quos idem
 A. procreaverit de corpore f. uxor̄is
 ejus de Capitalibus Dominis feodi
 illi per Servitia que ad pdia' Maneriu'
 pertinent. Et si contigerit, qd̄ idem A.
 obiret sine heredi per ipsum de Corpore
 ipsius f. p̄ceat tunc post decessum ipsius
 A. pdia' Manerium cum p̄t̄m integre
 reman̄ predia' f. tenend̄ (&c.) tota
 vita ipsius f. Et post decessum ipsius f.
 pdia' Maneriu' cum p̄t̄m integre reman̄
 rectis heredi pdia' C. tenend̄ (&c.)

Grant and
 Render in
 Tail, with
 divers Re-
 mainders over.

Note, None may take the first Estate by
 way of Render, but the Cognizors, or one
 of them. *Vide* 24 Ed. 3. 27. Bro. Fines 108.
 As if A. knowledge to B. and B. render to
 A. habend̄ sibi & C. ux' ejus, and the Heirs
 of their Bodies.

By 2 Co. Inst. 514. a. it is said, That if a
 Grant and Render in a Fine of Land be
 immediately, & *primo gradu*, to one that is
 no party to the Writ; this is not good, but
 mediately, or *in secundo gradu*, such an one
 may take: As if two levy a Fine, and the
 Grant

Render to one
 that is no
 party.

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Grant and Render back again is to one of them only; this is good enough, 2 Co. Inst. 514.

So if a Writ of Covenant be brought by A. against B. of the Manor of C. and B. levy a Fine to A. *come ceo, &c.* In this Case A. may Grant or Render the same to B. for Life, or in Tail, the Remainder to D. in Fee; and this is good, as in a Deed by way of Remainder, 2 Inst. 514. Bro. 111, 117, 118.

But no Single Fine may be with a Remainder over to any other person not contained in it; but it must be to the Conusee and his Heirs only, *Plowd.* 248. Nor can any Rent be reserved upon a pure Fine *Sur cognizance de Droit come ceo*; but upon a Fine of Grant and Render, and upon *Sur concessit* only: For if one levy a Fine *Sur cognizance, &c.* reserving Rent, this Reservation is void, 50 Ed. 3. 9.

Double Fine.

Note, That by a Double Fine, or Fine with Render, almost any kind of Contract about Land may be made and drawn up in form by a Fine of this Nature. See *VVest. Symb. part 2. Perk. sect. 169. Bro. Fines* 108.

Render of Rent

Note also, That the Render of a Rent (if any be) must be to one of the parties to the Fine, and not to a Stranger, *Dyer* 63. 2 Co. 39. in Lord *Cromwell's* Case.

Remainder.

A man may not reserve to himself a less Estate by way of Remainder, than the Fee; as if A. levy a Fine of his Land to B. and B. Re-grant and Render it to A. in Tail, the Remainder to himself for Life; this Remainder

mainder will be void, 14 H. 4. 31. 24 E. 3. 26.

Dyer 33. 34. 69.

That there may not be a Condition or Clause of Re-entry; for not payment of Rent, inserted into this kind of Contract and Concord, 44 Ed. 3. 22. 27 H. 8. 24. Condition,
Re-Entry.

And yet some hold, That a Fine levied to one in Tail, upon a Condition, with a Remainder over, is good, 1 Co. 76. 2 Co. in *Cromwell's Case*, 6 Co. 33. Dyer 33. 69.

See 27 H. 8. 84. *Plowd.* 34. 24 E. 3. 62. Whereby it seems a Fine may be levied to one upon Condition, with Render, but not with Re-entry.

Note, That a Render of a Concord may not be of any other thing than what is in the Writ of Covenant, unless it be of a Rent, or Common issuing out of it, 18 E. 4. 12.

But a Fine may be (as hath been said) with a Render back again of some Estate in the same Land that passeth by the Fine, or some Rent out of it; so that in this kind of Fine there may be a Reservation of Rent, a Clause of Distress or *Nomine panis*, and a Warranty: And therefore if A. levy a Fine to B. *Sur cognizance de droit come ceo, &c.* and B. by the same Concord doth grant and render the Land back again to A. for Life; without Impeachment of Waste; the Remainder to C. the Wife of A. for her Life, the Remainder to A. and his Heirs; this is a good Concord, and by this Devise a Joyn-ture may be, and is oft-time made for a Woman. Example upon
this sort of
Fines.

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To make a
Joynure.

So if J. and B. his Wife levy a Fine to A. in Fee, *Sur cognizance de droit come ceo, &c.* and then A. rendreth to J. for Life without Impeachment of Waste, the Remainder to B. his Wife for Term of her Life, the Remainder to J. and his Heirs; this is good.

Lease for years.

And by this Fine a Lease for Life or Years may be made: As thus,

The Lessee must acknowledge the Land to be the Right of the Lessor that is seised of the Land; as that, &c. and then the Lessor must grant and render the same back again to the Lessee, (that is Conisor in the Fine for Life, or for certain number of Years, as the Agreement is) reserving Rent with Clause of Distress, &c. and this is a good Fine, and a common Device for this purpose; but if the Lessor be Tenant in Tail, it seems this kind of Fine will not bind the Issue in Tail.

To bar the
Issue in Tail.

And yet if A. Tenant in Tail, and N. do by Fine acknowledge the Land to be the Right of a Stranger; as that, &c. and then the Stranger (that is, the Cognizee) doth grant and render the Land again to N. for Life or Years, rendring Rent with Clause of Distress, &c. and then grant and render the Reversion to the Tenant in Tail; this will be a good Fine to bar the Issue in Tail also, and will likewise pass the Rent and Reversion to Tenant in Tail also, *Br. Fines* 106, 118. *1 Co.* 76. *6 Co.* 33. *Plowd.* 435. *Dyer* 279. *Perk. sect.* 629.

To

To have a Lease for Years, to bind a Tenant in Tail: The Tenant in Tail and the Lessee did acknowledge the Tenements to be the Right of one A. a Stranger, who did grant and render the same Fine to the Lessee for Years; the Remainder to the Lessor and his Heirs; this was with Proclamations: This is a good Lease to bar the Issue in Tail, 44 E. 3. 45.

That by a Fine with a Render, a Lease for Years may be made thus also: If one that is Tenant in Tail within 11 H. 7. accept of a Fine *Sur cognizance de droit come ceo, &c.* and then by the same Fine render back the Land to the Cognizor for 100 Years; this will be a Discontinuance, and bind the Issue by this Statute, 2 Leon. Case 206.

And tho' no single or double Fine ought to be received with other Covenants or Agreements, than as before; yet (it seems) if they be received, they are mostly unavoidable, and that the Fine will be void only as to such Rent, Remainder and Covenants, but good for the residue. *Vide 5 Co. 38.*

(3) The Form of a Fine *Sur Dote & Grant tantum.*

Widdr N. **P**recipe A. B. & C. Hroz
ejus. qd iuste (Et.) teneant
D. E. Conventionem (Et.) de tertia parte
trium Meluagior, trium Coltroz, trium
Cardinorum, ducent act Terre, sexagint
act Prati & centum act Pastur, cum per
tin in P. O. E. D. Et nisi, (Et.)

Q. 2

Et

Grant of a third
part of Rever-
sion by a Co.
partner.

Et est Concordia talis scilicet quod predictus A. & C. Recogn' terciam partem predictam cum pertinet esse ius ipsius D. Et concessit quod eadem tercius pars cum pertinet (quam J. H. Dicitur tenet ad Terminum vite sue de Hereditate ipsius C. die quo hec Concordia facta fuit Et quod post mortem ejusdem J. H. ad ipsos A. & C. reverti debuit) reman' prefatus D. & heredes suis imperpetuum tenend', (et.) Et preterea idem A. & C. concessit pro se & heredibus ipsius C. quod ipsi Willelmus prefatus D. & heredibus suis terciam partem predictam cum pertinet sicut predictum est contra se & heredes ipsius C. imperpetuum. Et pro hac, &c.

When the words *come ceo que il ad de son done, viz. ut ill' que idem the Cognizor habet de dono prout* the Cognizor, are left out in a Fine, and such Fine be levied to him, who hath the Freehold of the Land, then it is called (a Fine upon Release) and is to be executed; And if he that acknowledgeth the Fine be seised of the Land, and he to whom it is levied hath not the Freehold of the Land, then it is called a Fine Executory, and must be executed, unless the party be in Possession, and then there needs no Writ of *Habere fac' seisinam*.

A Fine upon a Release as it seems, may not enure to an use, that is, It may not be intended to the use of any other, but to him to whom it is levied, unless an Use be expressed in the Fine, or in another Deed. And if a Disseisor be, and the Disseisee levie a Fine upon

upon a Release, thereby the Right is gone, and a Stranger may levy such Fine, to Tenant for Life, and it shall be no Forfeiture of his Estate, 3 Leon. 36. 37. 3 Co. Inst. 36.

(4) *The Form of a Fine ^{sur} Concessit.*

Widder ff. **P**recipe A. B. & C. ur' eius qd iuste, &c. Tenent D. E. Sed Conventioem, &c. de duobus Modis, Centum & sexaginta Acr' Terr' sexaginta Acr' Prati & quinquaginta Acr' pastur' cu pertid in f. ac de omnibus decimis Granorum exund de Tenementis p'ed cum pertid nec non de omnibus decimis Lane & agnorum provenient de trecentis Obibus depastur' super Terras Decimales Manerij de f. Et nisi, &c.

Et est Concordia talis scilicet qd p'ed' A. & C. concesser' Tenementa & decimas p'ed cu pertid p'ae D. Et illi ei reddider' in ead' Cui habens & tenens eidem D. Executoribus Administratoribus & Assignatis suis a primo die Aprilis usq' p'eterie usque finem & Terminum nonaginta & novem annorum extunc p'or' sequens & plenar' complend' & finiend', reddend' inde annuatim p'ed' A. & heredibus suis duos solid' legalis monete Anglie ad Festum Sancti Michis Archi & Annuntiationis B'ie Marie Virginis p' sepeales Portiones annuatim, solvend' toto Termino p'ed' si petatur Et p'ed' A. & C. & heredes ipsius A. Warrant p'ed' D. Tenementa & decimas p'ed' cum pertid sicut p'edictum est con-

Lease for 99
years *sur* con-
cessit.

tra ipsos A. & C. & hered' ipsius A. contra omnes al' clamantes per pred' A. toto Termino pred' ; Et pro hac, &c.

Aliter.

ET est concordia talis scilicet qd' pred' C. & H. concessit prefat' H. & W. pred' Tenementa & Coiam pastur' pred' cum pertin' ac totum & quicquid iidem C. & H. in pred' Tenementis & Coiam pastur' cum pertin' ad Termin' vite ipsius H. hant Et ill' eidem H. & W. in ead' Cur' reddider' habend' & tenend' eidem H. & W. tota vita ipsius H. Et pred' C. & H. Warrant' prefat' H. & W. pred' tenita & Coiam pastur' cum pertin' sicut p'd est, contra pred' C. & H. tota vita ipsius H. Et p' hac, &c.

Aliter.

Hant H. **P**recipe F. W. A. & C. Ur' ejus qd' juste, &c. ten' W. W. Coñ. &c. de uno Cottagio & Sexagine ac' ere ad pertin' in W. Et p' hanc, &c.

ET est Concordia talis scilicet qd' predia' F. & C. concessit pred' W. tenementa pred' cum pertin' & ill' ei reddider' in eadem Cur' habend' & tenend' prefat' W. Executorib' Administratorib' & Assign' suis de festo St. Michaelis Archi nunc ult' preterit' p' termin' trigint' & un' annor' extunc p'or' sequend' & plenar' complend' & finiend' reddend' inde annuatim prefat' F. & assign' suis apud vel in nunc Domo manorial ipsius F. sci' tuar' in B. pred' annual' reddit' sexagine & un' libr' un' solid' & sex denar' legis monete Angl' modo sequend' viz. trigine libr' apud vel sup' festu' S'c' Jobis Baptiste & trigine

trigine und libe solid' & sex denar' sup festu
 natalis Domini in quolibet Anno p rane &
 et parte dice termini qui efflueret duran-
 te vita ipsius Francisci per equales por-
 tiones prima soluco' inde incipien' & fiend'
 ad festum Be' Johis Baptiste nunc p'or'
 sequen' Et p'ro & durante alr Anno tan-
 tum suam trigine libe' super festum
 Be' Johis Baptiste & ad bel super festum
 Be' Michis Archi in eodem anno plenam
 suam quadragine & sex librar' und solid'
 & sex denar' s'is legalis monete Anglie
 Et si p'ed' f. acciderit mori ante expira-
 tionem dicti Termini Et p'ed' C. ipsum
 f. supervixerit tunc reddend' & solvend' in-
 de ad tempora locu' & Secundum limi-
 tation' p'ed' annual' reddit' reservat' p'd
 C. & Assign' suis duran' resid' & remaner'
 dicti Termini q'd ad tempus mortis p'efae
 f. ventur' & in expirat' fuit (si p'ed' C. tam-
 diu vixit) Et si contigerit q'd Terminus
 p'ed' tempore mortis p'd f. & C. ux' ejus &
 eor' supbiden' in expirat' fuit tunc reddend' &
 solvend' heredib' & Assign' p'd f. annuatim
 duran' remaner' & usque ad plenum finem
 dicti Termini reddit' reservat' ad talia
 tempora & locu' & in tali modo ut p'antea
 limitat' & exp'ess' existit per equas &
 equales portiones ut suprad' Et p'edict'
 f. & C. concesser' p'ro se & heredibus ipsius
 f. q'd ipsi War' Tenementa p'edict' cum
 pertin' p'efae W. & Assign' suis duran'
 Termino p'ed' & sub' reddit' p'edict' con-
 tra seiplos & hered' & Assign' ipsius f.
 Et p'edictus f. & C. concesser' p'ro se &
 heredibus ipsius C. q'd ipsi War' Tene-
 menta

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menta prebata cum pertin' prefat' M. & Assign' suis duran' Termino pred' & sube reddit' pred' contra ipsos & hered' & Assign' ipsius C. Et pro hac, &c.

Note, The Render of Rent must be to one of the Parties, and not to a Stranger, *Dyer* 63. 2 Co. 39.

Upon a Lease for Life, for 99 years, if the Cognizors shall so long live.

Et est Concord' talis, &c. (as before *u/que*) plenar' complend' & finiend' si p^a A. & C. aut eorum alter tam diu vixerit vel vixerint reddend' p^oinde eisdem' A. & C. & eorum superbiventi unam grand' pⁱperis annuatim solvend' ad fest', &c. durand' toto Termino pred' si petatur Et preterea iidem' A. & C. Warranc' pred' D. Maneriu' & decimas pred' cu' pertin' sicut pred' est contra pred' A. & C. & hered' & Assign' suos durand' vitis ipsorum A. & C. & vita eorum diutius viden' Et pro hac, &c.

Note, If a Tenant in Tail levy a Fine *sur Concessis* for Life, with Proclamations, and the Tenant for Life dye, in this Case, the Bar of the Fine is determined, *Mo. Case*, 1026.

Præcipe and Concord with Exception.

Præcipe, (&c.) Con', (&c.) de Rectoria de A. cum pertin' excepe Advocacione Vicar' Ecclesie de A. Et nisi, &c.

Et

Et est Concordia talis scilicet quod predictus J. Recognoscit Rectorem suum cum predicto excepte percepte esse ius (Et.) Et illi remis (Et.) (excepte percepte) Et preterea idem (Et.) concessit se (Et.) quod ipsi Warri (Et.) Rectorem suum cum pertinet (excepte percepte) Et.

Of passing of Fines.

There are several ways of passing these Fines, as in open Court before the Chief Justice or before him at his Chamber: Before a *quisne* Judge, at the Assizes, &c. or before Commissioners in the Country by *Dedimus*.

If your Fine be to be taken in the Court. By *Dedimus* try, you must first draw up Instructions for *potestatem*. the Curfitor, to make a *Dedimus potestatem*, and name him the Commissioners at the bottom; which may be after this manner.

Somerſet ſſ. **P** R. A. B. C. D. E. ur'
ejus qd iuste, &c. red
C. D. Cod. &c. de uno Meſſuagio, uno
Curtilagio & uno Gardino cum pertinet
in F. Et nisi, &c.

De pō direct { G. H. Mil
J. K.
L. M.
N. O.
P. Q. } C. D.

These Instructions, must be carried to the Curfitor of the County, to make a *Dedimus*; and you may at the same time bespeak a Writ of Covenant, but that is usually let alone till the *Dedimus* is Returned.

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The *Dedimus* must be sent to the Agent in the Country, who must also write over the *Præcipe* upon Parchment, and under that the Concord, as the nature of the thing requires, with a *Caption*; for the manner of which *vide postea*.

When the *Dedimus* is Returned to London, then it is usual to bespeak the Writ of Covenant of the Curfitor, (by leaving the *Dedimus* and *Caption* with him) which Covenant must be carryed next to the *Alienation Office* to be compounded, and the Composition and Fees must be paid.

Next after this must be made a Warrant of Attorney, upon a piece of Parchment after this manner,

Mich⁸ 8. Guil³ 3 Regis.

Somerset. **C** D. pō loco f. B. ad pā hꝛ.
ve de Coñd verlus A. B.
Gen^r & C. ur^r ejus de Cris & Testis in
f. Et. Brown.

This Warrant of Attorney the Clerk of the Warrants will File, and Sign the Writ of Covenant.

Then the Writ of Covenant must be Returned at Mr. *Mills* Office, and if it be in London or *Middelfex*, there must be carryed a note of the parcels, and of the Buttals, Signs and Tenants name.

Then annexing the *Dedimus* and *Caption* to the Covenant, it must be carried to the *Custos Brevium*, to Indorse the Proclamations upon it.

From

From thence they are to be carryed as annexed, to the Kings Silver Office in the Temple, to be entred; (but before you go there, you must get the Curfitor to mark your Writ of Covenant, (*pro,*) *id est*, how much for the Kings Fine, or else they will scarcely enter it,) When it is entred in this Office it is accounted a Fine in Law.

From the *Silver Office* they must be carryed (as annexed) to the *Chirographers Office*, for the Indorsment to be made, where the Covenant, &c. are left on Record, and the Indentures being made and delivered, your Fine is perfected.

If your *Caption* is to be taken before the Chief Justice at his Chamber, as it well may ^{before the} Chief Justice, if the Parties be in Town;

Then you must Write a *Præcipe* and Concord in Parchment, and another in Paper, to which the Parties must subscribe their names. Then they must go with you to the Chief Justice and acknowledge it before him, and you must leave the Paper *Præcipe* with the Judges Clerk.

Next, You may bespeak your Writ of Covenant of the Curfitor, and proceed through the *Alienation Office*, Warrant of Attorney, Return Office, *Custos Brevium*, Kings, *Silver* and *Chirographers Office*, as before, annexing the *Caption* to the Covenant before you carry them to the *Custos Brevium*.

If your acknowledgment be before a Judge at the Assizes, you draw it up as before, and after it is acknowledged; you leave ^{At the Assize}

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leave the *Præcipe* and Concord with the Judges Clerk; and when the Judge comes to Town, you must bespeak of the Curfitor of the County a General *Dedimus*, to be directed to that Judge, and his Clerk will return the substance of the Concord on the back of the *Dedimus*.

Then you must get a Writ of Covenant, and Compound it as before, and pass it through all the Offices, as before, with the *Dedimus* annexed, before you go to the *Custos Brevium*, &c.

The *Præcipe* and Concord are to be drawn up after the manner following:

Fine from one to one of a Messuage, &c.

Sheweth all. **P**ræcipe A. B. qd iuste & tenet C. D. Con &c. de uno mesuagio, duob⁹ gardinis, viginti ac⁹ fr, decem ac⁹ prati, & decem ac⁹ pastur, cum pertind in C. Et nisi &c.

Et est Concordia istis, scilicet, Qd p^{re}dict A. Recogn^{it} p^{re}dict⁹ tenita cum pertind esse jus ipsius C. ut illi que idem C. her de dono p^{re}dict A. Et illi remis & quiet clam de se & hereditibus suis p^{re}dict C. & hereditibus suis imperpetuum. Et preterea idem A. Concessit p se & hereditibus suis, qd ipe Mari p^{re}dict C. & heredit⁹ suis p^{re}dict tenita cum pertind contra ipm A. & heredit suos imperpetuum. Et p hac (&c.)

Cape & cogit
die Anno
regni Dni Willm
Tertij nunc Regis
Angl, &c. 9^o, Cozam

By

By one to two, of a Messuage, Lands and
Common.

Bonlet ff. **P**recipe A. B. qđ iuste (Et.)
ten C. D. & E. f. Con (Et.)
de tribus messuagiis, quinq. Gardinis,
centum aci Teri, ducent aci Bosci & coia
Pastur, p diodis averiis cum pertin in
C. & D. Et nisi (Et.)

Et est Concordia tllis, scilt, qđ pdice A.
Recognd pđ testia & coiam cum pñd
esse jus ipsius C. ut ill que iidem C. & E.
hent de dono pdice A. Et ill remis &
quice claud de se & heredibus suis pdict C.
& E. & heres ipsius C. imperpund. Et
pterea idem A. Concessit p se & heredibus
suis, qđ ipd Warī pdice C. & E. & here-
dibus ipsius C. pdice testia & coiam cum
ptin contra ipd A. & heres suos imper-
petuū. Et p hac (Et.)

Cape & cogd
die Anno
regni Dñi Willm
Tertij nunc Regis
Anglie, Et. 8, Co.
ram —————

*Note, Tho' there be divers Cognizees, yet
the Right shall be limited to one of them
only; and the Estate limited to his Heirs
only, whose Right it is acknowledged to be.
But if the Cognizees be Joynt Purchasors;
it is said Heredibus suis, instead of the
Heirs of one of them.*

If

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If a Fine be levied by two, and heredit^s without the word *suis*, its said this will be void for uncertainty in a Fine; as in a Deed.

From Husband and Wife, of the Husbands Lands.

Knowlet II. **P**recepte A. B. & C. Vir' ejus, qd' iuste &c. ten' D. C. con' &c. de (&c. as before.)

* If you know not whether they are the Lands of the Husband, or of the Wife, then say *Hereditus suis*, and make the Warranty double. *vide postea.*

Et est Concordia talis, scilicet, Qd' p'dict' A. & C. Recogn' tenita p'dice cum perti-
tin' esse jus ipsius D. ut ill' que idem D.
h'et de dono p'dict' A. & C. & hered' ipsius
A. p'lar D. & hered' suis imperpetuum.
Et p'terea idem A. & C. concesser' p' se &
hered' ipsius A. qd' ipd' Mari p'dice D. &
hered' suis p'dice tenita cum perti-
tin' contra ipsos A. & C. & hered' ipsius A. imperpetuum.
Et p' hac (&c.)

From the Husband and Wife, of the Wives Lands.

Knowlet II. **P**recepte A. B. & C. B. Vir'
ejus, qd' iuste (&c.) ten' D.
& C. Con' (&c.) de (&c. as before naming the
Parcels.)

Et est Concordia talis, scilicet, Qd' p'dict'
A. & C. Recogn' p'dice tenementa cu-
pertin' esse jus ipsius D. ut ill' que idem
D. h'et de dono p'dict' A. & C. Et ill' re-
miser' & quiet' clam' de ipis A. & C. &
hered'

heredi ipsius C. placet D. & heredi suis imperpetuum. Et propterea iidem A. & C. concessit p se & heredibus ipsius C. quod ipse Warrantum p dicit D. & heredi suis p dicit testata cum pertinent, contra p dicit A. & C. & heredi ipsius C. imperpetuum. Et p hac (Ec.)

Note. It is safe to make the Warranties sure in Case of Man and Wife: First then, make a Warrant from the Husband, as before; and then a Warranty to bar the Wives Heirs thus: *Viz.*

Et ulterius iidem A. & C. concessit p se & heredibus ipsius C. quod ipse Warrantum testata p dicit cum pertinent placet D. & heredibus suis contra ipsos F. & C. & heredibus ipsius C. imperpetuum. Et p hac (Ec.)

When a Fine is from divers, the Fee is supposed to be in one of them only, if it so be, and the Release and Warranty from him.

But commonly, where there are divers *Joſua Release* Cognizors, the Release is from them and their Heirs: As thus,

Viz. from three to two.

Est Concordia talis, scilicet, Quod p dicit A. B. & C. Recognoscunt testata p dicit cum pertinent esse ius ipsius D. ut illi que iidem D. & C. habent de dono p dicit A. B. & C. Et illi remisit & quiescit clam de ipsis A. B. & C. & heredi suis placet D. & C. & heredi ipsius D. imperpetuum. Et propterea iidem A. B.

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A. B. & C. concessit p se & heredibus ipsius
 A. qd ipd Wari testis pdict cum pertin'
 pstat D. & E. & heres ipsius D. contra
 ipsos A. B. & C. & heredibus ipsius A.
 imperpetuum. Et p hac (&c.)

Warranty.

If the Warranty be General, you must
 say, — contra omnes homines imperpe-
 tuum.

Apart.

Also, it is usual Practice in such Cases of
 divers Cognizors, to Warrant apart. As
 thus:

Several War-
ranties.

— Et pterea idem A. concessit p se &
 heredibus suis, qd ipd Wari testis pdict
 cum pertin' pstat D. & E. & heres ipsius
 D. contra pdict A. & heres suos imperpe-
 tuum. Et ulterius idem B. concessit p se
 & heredibus suis, qd ipsi Wari testis pdic'
 cum pertin' pstat D. & E. & heres ipsius D.
 contra pdict B. & heres suos imperpetuum.
 Et etiam idem C. concessit p se & heredi-
 bus suis, qd ipsi Wari testis pdict cum
 pertin' pstat D. & E. & heres ipsius D.
 contra pdict C. & heres suos imperpetuum.
 Et p hac (&c.)

Words of
Course.

And so of the like by these words, Et
 pterea, Et insuper, Et etiam, Et ulterius;
 Et deniq, &c. and the like.

And if there be Husbands and their
 Wives, the Warranty is usually first for the
 Husband, and then over again for the Wife,
 as has been before observed.

And

And *Note*, That Lands bought of diverse by several Purchasers, may pass very well in one Fine, and then the Writ of Covenant must be brought by all the Vendees against the Vendors, and every Vendor must Warrant against him and his Heirs only.

Several Purchasers.

And *Note* farther, That one Concord may be of Lands in several Counties, and the Fine *pro licentia Concord* of all extracted entirely; but there must be several Writs of Covenant Returnable all at one day.

In several Counties, several Writs of Covenant.

And if the Lands lye in a Parish that extends into several Counties, you may Sue out a *Ded. po* from the Cursitor, of which of the Counties you please, but must set forth what Lands lye in this County, and what in the other.

One Parish in several Counties.

How to acknowledge a Fine at the Bar.

Draw a *Præcipe* for the Cursitor of the County, and having received the Writ of Covenant under Seal, Write your *Præcipe* and Concord in Parchment, and deliver the Writ sealed with the *Præcipe* and Concord, to one of the Serjeants at the Common-Pleas Bar, in the presence of the Cognizors.

Note, If any of the Cognizors be a married Woman, the *judge* Judge will examine her apart, whether she part with her interest in the Land freely, without compulsion of her Husband.

Also, This Examination of a married Woman, is used in the other manner of passing Fines, either by the Judge at the Assizes, &c. or by the Commissioners in the County.

R

After

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After your Fine at Bar is Recorded, you pay the Fees of Court, and then take the *Præcipe* and Concord, and pass your Fine through the severl Offices, as when acknowledged before the Chief Justice.

Also Note, That you may get your Writ of Covenant Sealed, either before it is compounded or afterwards; and consequently compounded before sealed or afterwards.

This shall suffice for the Forms of *Præcipe* and Concords for Fines, this business being only particular to the Attorneys of the Common Pleas, who are always sufficiently prepared with Presidents for this purpose, besides there are some printed Books particular for the same, to which I refer you.

Next we come to the Deeds, to lead the Uses of Fines, &c.

Preamble of a Deed.

That Husband and Wife shall levy a Fine according to the Statute, &c.

Parties.

Covenant.

This Indenture, &c. Between A. B. and E. his Wife on the one part, and C. D. of, &c. on the other part, Witnesseth, That it is Covenanted, Granted, Concluded and Agreed, by, and between the said Parties to these Presents. And the said A. B. for himself, his Heirs, Executors and Administrators, and for the said E. his Wife, doth Covenant and Grant, to, and with the said C. D. his Heirs, Executors and Administrators, that he the said A. B. and E. his Wife, shall and will on this side, and before

fore the Feast of, &c. next ensuing, the date ^{Day limited,} of these Presents, before the Justices of our Sovereign Lord the King, of his Majesties Court of Common-Pleas at *Westminster*; acknowledge, and levy on Fine *sur Cogni-* What Fine, *lance de Droit come seo que il ad de leur done, &c.* with Proclamations according to the Form of the Statute in such case had, and provided, to the said C. D. of all that Messuage or What parcell; Tenement, and Lands, &c. by such name and names, qualities, quantities and numbers of Acres, as by the said C. D. or his Counsel learned in the Law, shall be reasonably devised, advised or required, (&c. See ^{As required,} after.)

A Deed to levy a Fine, and also declaring the use of a third part, &c.

This Indenture made, &c. Between ^{Parties.} A. B. of, &c. of the one part, And C. D. of the other part, Witnesseth, That for divers good Causes and Considerations; the ^{Consideration.} said Parties thereunto moving, It is hereby concluded, covenanted and agreed on and ^{Covenant.} between, all and every the said Parties, to these Presents, for them and their Heirs, and the said A. B. for himself and his Heirs, doth Covenant and Grant, to and with the said C. D. his Heirs, Executors and Administrators by these Presents; That he the said A. B. shall and will, at the Costs and Charges of the said C. D. his Heirs and Assigns, ^{Term limited,} or some of them, by the end of this present *Hilary* Term, acknowledge and levy in due form of Law, before the Justices of his

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What Fine.

What parcels.

Messuages, &c.

Lands, &c.

Situate, &c.

Names.

Majesties Court of Common-Pleas at *Westminster*, one Fine *sur Conusans de Droit come ceo, &c.* to be ingrossed, recorded and sued forth with Proclamations according to the Statutes in that Case made and provided, and the usual course of Fines with Proclamations in such Case used and accustomed, unto the said C. D. and his Heirs, of all that full third part (in three parts to be divided) of one Messuage or Tenement, with the Appurtenances, &c. And of all Barns and Stables, Out-houses, Orchards, Gardens, Backsides, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Ways, Paths, Waters, Lights, Easements, Profits, Commodities, Emoluments, Advantages and Hereditaments whatsoever, to the said Messuages or Tenements, and Cottages belonging or appertaining, Or therewithal usually let, occupied or enjoyed: And also of all that full third part of all those Lands, Arable Meadow and Pasture, which now are, or at any time heretofore, have been usually demised, Let or Occupied, to or with the same Messuages or Tenements and Cottages, as part, parcel or member thereof, or thereunto belonging or appertaining: And of all singular other the Messuages, Tenements, Farms, Cottages, Lands, Meadows, Pastures and Hereditaments whatsoever, of him the said A.B. situate (&c.) or in any other Town, Parish, or place whatsoever, in the said County of H. which were the Freehold or Inheritance at the Common Law of E. B. deceased, elder Brother of the said A. B. By the names of T. (&c.) or by such

such other apt and convenient name and names, numbers of Messuages and Acres, Quantities and Qualties of Land, and other Quantities, &c. Certainities as shall be fit and requisite in that behalf.

Which Fine, and all other Fines after the date of these Presents levied, or to be levied by the said A. B. to the said C. D. of the Premisses, or any part or parcel thereof, shall be and enure, and shall be adjudged, construed, expounded, deemed, and taken to be and enure, and by these Presents, and by all the said Parties to these Presents declared, and agreed to be and enure, and at the time and levying thereof to be, and to have been levied, To the use and behoof of the said C. D. his Heirs and Assigns, And to, and for no other use, intent or purpose whatsoever, In Witness, &c.

To Levy a Fine in the County of Lancaster.

This Indenture made, &c. Between A. B. of the one part, and C. D. and E. F. of, &c. of, the other part; Witnesseth, That it is covenanted, granted, concluded and agreed by and between all and every the parties to these Presents, And the said A. B. for himself, his Heirs, Executors and Administrators, doth Covenant, grant and agree to, and with the said C. D. and E. F. and either of them, their or either of their Heirs, Executors and Administrators by these Presents, That he the said A. B. shall and will at the next Assizes, or General great Sessions for Pleas, to be holden at *Lancaster*, before

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the

the Justice or Justices of our Sovereign Lord the King, there for the time being, levy and acknowledge one Fine, *sur Cognizance de droit come ceo, &c.* with Proclamations thereupon to be had in due Form of Law, unto the said C.D. and E.F. and their Heirs, of and in all, and singular those several Messuages or Tenements, (&c.) By the name of two Messuages, Two Gardens, Ten Acres of Land, Twenty Acres of Meadow, and Thirty Acres of Pasture with the Appurtenances in G. in the County of Lancaster aforesaid, &c.

To Levy Fines in the Counties of Chester and Lancaster.

THIS Indenture made, &c. Between A. B. on the one part, and C. D. on the other part; Witnesseeth, That the said A. B. for divers good Causes and Considerations, him hereunto moving, hath Covenanted, Granted and Agreed; And by these Presents doth for him, his Heirs, Executors and Administrators Covenant, Grant and Agree to, and with the said C. D. his Heirs, Executors and Administrators by these Presents, That he the said A. B. shall, and will before the Feast of (&c.) next ensuing the date of these Presents, in due Form of Law, acknowledge, and levy two or more Fines, *sur Cognizance de droit come ceo, &c.* with Proclamations thereupon to be made, within the Counties Palatine of Chester and Lancaster, before the Kings Majesties Justices of Assize, or before some other person or persons, in that behalf lawfully, and sufficiently autho-

authorized unto him the said C. D. and his Heirs, of all that (&c.) in the County of *Chester*, and of all that (&c.) in the County of *Lancaster*, by such Name or Names, Qualities, Quantities and numbers of Acres, as by the said C. D. or his Council learned in the Law, shall be reasonably advised, devised or required, &c.

In a Court of Ancient Demesne.

This Indenture, &c. Between A. B. of the one part, and C. D. of the other part: Whereas the said A. B. is the day of the date of these Presents, lawfully seised of an Estate of Inheritance to him, and the Heirs Males of his Body, of and in divers Messuages, Lands, Tenements and Hereditaments within the Liberty of E. at F. in the County of G. hereafter in these presents particularly mentioned. Now Witnesseth these presents, That the said A. B. for divers good Causes and Considerations him hereunto especially moving, and for the settling (&c.) doth for himself and his Heirs, Covenant, Grant and Agree to and with the said C. D. his Heirs, Executors and Administrators by these presents: That he said A. B. at his own proper cost and charges, shall and will in due Form of Law, before the Feast of &c. next ensuing the date of these presents, acknowledge and levy one Fine in the Court of Ancient Demesne, within the said Liberty of E. at F. according to the course and common usage for levying of Fines for Lands, and Hereditaments within the said

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Liberty,

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Liberty, unto the said C. D. of all those Messuages, Lands, &c. by the name of three Messuages, three Gardens, forty Acres of Land, &c. in E. at F. aforesaid, or by such other name or names as shall be thought meet, &c.

At the Grand Sessions of Wales.

THAT he the said A. B. shall, and will at the next great and General Sessions, to be held for the County of P. in the Dominion of *Wales*, acknowledge and levy before the Justices there, one or more Fine or Fines, *sur Conusans do droit come ceo, &c.* to be engrossed, recorded and sued forth with Proclamations, according to the Statutes in that Case made and provided, and the usual course of Fines, with Proclamations in such cases used, unto the said C. and D. and his Heirs, of all that, the Manor of, &c.

That the Fine shall Corroborate a Lease.

Which said Fine or Fines, and all and every Fine or Fines whatsoever, had levyed or acknowledged, or to be had levyed or acknowledged by the said Sir A. B. and E. his Wife, by any name or names whatsoever, unto the said C. D. or to any other person or persons whatsoever, of, or upon the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises hereby demised or mentioned to be demised, or of any of them, or of any part or parcel thereof, or of any of them, by any name or names whatsoever,

ver, at any time or times, within one whole year next after the day whereon this Indenture doth bear Date, or is mentioned to be made, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure, and is by all and every the said parties to these Presents, declared and agreed to be and enure for the corroboration, strengthening and confirming of this present Indenture, and of the Demise and Grant hereby made unto the said C. D. and also for the corroboration, strengthening and confirming of the Grant, Bargain, Sale and Assignment hereby made, or mentioned to be made, of the said several yearly Sums or Rents of (&c.) unto the said F.G. according to the purport, intent and meaning of these Presents; and notwithstanding the said Fine or Fines be, or shall be levied or acknowledged of the said Manor or Lands, and not of any Rent or Rents, issuing out the same, or any part thereof.

*To levy a Fine by several Persons, having
seperate Interests.*

This Indenture (&c.) Between A. B. of the first part, C. D. of the second part, E. F. of the third part, and G. H. of the fourth part: Whereas the said A. B. is seised in his Demesne, as of Fee, of and in one Messuage (&c.) And whereas the said C. D. is likewise seised in his Demesne, as of Fee, of and in one other Messuage (&c.) which he lately purchased of one J. K. And whereas the said E. F. is likewise seised in his Demesne,

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Demefn, as of Fee, of and in 40 Acres of arable Land (&c.) which he the said E.F. lately purchased from L. M. and they the said A.B. C.D. and E. F. being severally so seised of the Premisses aforesaid: Now this Indenture Witnesseth, That it is covenanted, concluded and agreed, by and between all the said Parties to these Presents, That they the said A.B. C.D. and E.F. shall before the end of *Trinity* Term next ensuing the Date of these Presents, in due form of Law, levy and acknowledge one Fine *Sur cognizance de droit come ceo, &c.* with Proclamations, according to the Statute in that case made and provided, before the Justices of His Majesties Court of Common-Pleas at *Westminster*, to the said G. H. and his Heirs, of all and singular the Premisses, with the appurtenances, by such name and names (&c.) And that the said Fine so to be levied, shall be and enure, and shall be deemed, construed and taken so to be and enure. And the said G.H. and his Heirs, shall by virtue thereof stand and be seised, of and in all and singular the said Premisses, with their and every of their appurtenances, to the several Uses hereafter mentioned and declared, in manner and form following; (That is to say,) of and in the said Messuage and Tenement, called or known by the name of R. with the appurtenances, to the only use and behoof of the said A. B. and his Heirs, and of and in the said Messuages (&c.) To the use and behoof of the said C. D. and his Heirs; and of and in the said 40 Acres of arable Land, called (&c.) lying and being (&c.) To the use,

use and behoof of the said E. F. and his Heirs, and to and for no other use, intent or purpose whatsoever. In Witness (&c.)

To levy a Fine Sur Concessit.

This Indenture (&c.) Between A. B. and E. his Wife on the one part, and C. D. on the other part; Wirnesseth, That the said A. B. for divers good Causes and Considerations him thereunto moving, doth, for him, his Heirs, Executors and Administrators, and for the said E. his Wife, Covenant and Grant to and with the said C. D. his Executors and Administrators by these Presents; That he the said A. B. and E. his Wife, shall and will before the end of *Trinity* Term next coming, levy one *Fine Sur concessit*, with Proclamations, in due form of Law, before His Majesties Justices of the Court of Common-Pleas at *Westminster*, unto the said C. D. of all those Messuages, (&c.) and the Reversion and Reversions, Remainder and Remainders of all and singular the Premisses, and of every part and parcel thereof: And all Rent and Rents, and yearly Services, and other Profits whatsoever, reserved and payable upon every Demise and Demises, Leases, Grants and Conveyances whatsoever, made and granted of the Premisses, or any part or parcel thereof, by such Name or Names, Quantities and Qualities, as shall be thought meet and requisite, and shall thereby grant the said Manor and Premisses, with the appurtenances, unto the said C. D. To have and to hold the

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the same unto the said C. D. his Executors, Administrators and Assigns, from the Feast of (&c.) next ensuing the Date hereof, unto the full end and Term of (&c.) next ensuing, and fully to be compleat and ended; Rendering therefore yearly, unto the said A. B. and his Heirs, the yearly Rent of (&c.) at (&c.) if the same shall be lawfully demanded. In Witness (&c.)

*Aliter, To lead the Use of a Fine Sur
Concessit.*

* Tenants to
the Precipe.

This Indenture (&c.) Between A. B. of the one part, and * C. D. and E. F. of the other part, Witnesseth, That for divers good Causes and Considerations the said Parties hereunto moving; It is hereby covenanted, granted, concluded and agreed unto, by and between all and every the said Parties to these Presents, for them and their Heirs. And the said A. B. doth for him and his Heirs, covenant, promise and grant to and with the said C. D. and E. F. their Heirs and Assigns by these Presents, That the said A. B. shall and will before the end of *Easter* Term next ensuing the Date of these Presents, acknowledge and levy in due form of Law, according to the Laws and Statutes of *England*, unto the said C. D. and E. F. or to the Survivor of them, one or more Fine or Fines, *Sur concessit*, [whereby the said A. B. shall grant to such Conusee or Conusees, or his or their Heirs, for and during all the Term of the Natural life of the said A. B.] Of all that the Manor of (&c.)
by

by the Name and Names of (&c.) or by such other apt and convenient name and names, numbers of Messuages and Acres, quantities of Land, and other things as shall be fit and requisite: Which said Fine or Fines, so to be had acknowledged and levied, as aforesaid, shall enure and be, and shall be construed, deemed, adjudged and taken to enure and to be, to the use and behoof of such Conusee or Conusees, and his or their Heirs, during all the Term of the Natural life of the said A.B. In Witness, &c.

To Levy a Fine, with Render of an Estate.

This Indenture (&c.) Between A.B. and E. his Wife on the one part, and C. D. on the other part, Witnesseth, That for divers good Causes and valuable Considerations, it is covenanted, granted, concluded and agreed, by and between the said parties to these Presents, for them, their Heirs, Executors and Administrators, That before the end of *Hilary* Term now next ensuing, at the Costs and Charges of the said C. D. his Executors and Administrators, one Fine, with Proclamations in due form of Law, shall be levied and acknowledged between the said parties to these Presents, in manner and form following, *viz.* of three Messuages, with the appurtenances, in the Parish of (&c.) and three other Messuages (&c.) in and by which said Fine the said C. D. shall remise, release and quit-claim from him the said C. D. and his Heirs, unto the said A.B. and E. his Wife, and the

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* The Render.

the Heirs of the said A. B. all his Right, Title, Estate and Interest of, in and to the aforesaid Messuages and other the Premises, with the appurtenances; for which Remise, Release and Quit-claim, the said A. B. and E. his Wife, shall by the said Fine * Render the said Messuages and Premises, with the appurtenances, unto the said C. D. his Executors, Administrators and Assigns; To have and to hold the same unto the said C. D. his Executors, Administrators and Assigns, from the Feast of (&c.) next ensuing the Date hereof, for, during and until the full end and Term of One and twenty years from thence next ensuing, and fully to be compleated and ended, Yielding and paying therefore yearly, and every year, unto the said A. B. and E. his Wife their Heirs, Executors and Assigns, respectively, during the said Term, the yearly Rent or Sum of (&c.) of lawful Money of *England*, at the four most usual Feasts in the Year; That is to say, (&c.) or within 21 days after either of the said Feasts. [Here may be added usual Covenants in Leases]

To Levy a Fine with Render of Rent.

This Indenture (&c.) Between A. B. and E. his Wife on the one part, and C. D. on the other part; Witnesseth, That for divers good Causes and Considerations, it is covenanted, granted, concluded and agreed, by and between the said parties to these Presents, for them, their Heirs, Executors and Administrators, That before the end of *Hillary* Term now next coming, at the Cost

Cost and Charges of the said C. D. his Executors and Administrators, one Fine with Proclamations, in due form of Law, of certain Messuages (&c.) shall be levied and acknowledged by and between the said parties to these Presents, by the names of (&c.) In and by which said Fine, the said C.D. shall remise, release and quit-claim from him the said C.D. and his Heirs, unto the said A.B. and E. his Wife, and the Heirs of the said A. B. all his Right, Title, Estate and Interest, of, in and to the aforesaid Messuages and other the Premisses, with the appurtenances; for which Remise, Release and Quit-claim, the said A.B. and E. his Wife, shall by the said Fine Grant and Render unto the said C.D. his Executors, Administrators and Assigns, one Annuity or yearly Rent of forty Pounds *per Annum*, of good and lawful Money of England, to be issuing and going out of the aforesaid Messuages and Premisses, with the appurtenances; To have, hold, receive and enjoy the said Annuity of 40 l. *per Annum*, and every part and parcel thereof, unto the said C.D. his Executors, Administrators and Assigns, from the Feast-day of (&c.) next ensuing the Date hereof, unto the full end and Term of One and twenty years from thence next ensuing, and fully to be compleat and ended at the Feasts of (&c.) by even and equal portions, yearly to be paid during the Term aforesaid: And if it shall happen the said yearly Rent of Forty pounds, or any part thereof to be behind or unpaid in part, or in all, by the space of Twenty one days after either of the said Feasts or Days of payment,

The Render.

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Distress.

payment, being lawfully demanded; That then and from thenceforth it shall and may be lawful to and for the said C. D. his Executors, Administrators and Assigns into the said Messuages and Premises, and every part and parcel thereof, to enter and distrain, and the Distress and Distresses there to be found and taken, lawfully to lead, bear, drive and carry away, and the same to detain and keep, until he the said C. D. his Executors, Administrators and Assigns, shall be fully paid and satisfied the said Annuity or yearly Rent, and all and every the Arrears thereof. In Witness (&c.)

Covenant to Levy a Fine when the Wife comes of Age, or else by her Heir.

Covenant to
Levy a Fine.

And the said A. B. for himself, his Heirs (&c.) doth Covenant (&c.) That the said E. B. Wife of the said A. B. if she shall happen to live to attain her full Age of 21 years, together with the said A. B. or such other Husband as she shall then have, if she shall then be under Coverture; or if not under Coverture, then solely within three Months after that the said E. B. shall attain her full Age of 21 years; or if she shall die before she shall attain her full age, or before she shall have levied a Fine, as is herein after mentioned, then the Heir or Heirs of the said E. B. within three Months after her death, if such Heir or Heirs shall then be of full Age; or if within Age, then within three Months after such Heir or Heirs shall be of full Age, shall and will at the Cost and

and Charges in the Law of the said C. D. his Heirs or Assigns, acknowledge and levy one Fine *Sur cognizance, &c.* unto the said C. D. his Heirs and Assigns, of all and singular the Premises hereby granted, with the appurtenances: And from time to time then after, make, do and execute, or cause (&c.) all and every such further and other lawful and reasonable act and acts, thing and things, Assurances and Conveyances in the Law whatsoever, for the further, better and more perfect assurance, surety or confirmation of the said Manor (&c.) and all and singular other the Premises hereby granted, with their appurtenances, unto the said C. D. his Heirs and Assigns; Be it by Deed or Deeds, Indented or Poll, Inrolled or not Inrolled, Fine or Fines with Proclamations, Common Recovery or Recoveries, with single or double Voucher or Vouchers, Release or Confirmation; or by all and every, or any the ways aforesaid, as by the said C. D. his Heirs or Assigns, or by his (&c.) and required. And that at the time of the making of such assurance or assurances, the said Manor (&c.) and all and singular other the Premises hereby granted, with their &c. appurtenances, shall be free and clear, *Free from all* and freely, clearly and absolutely acquitted, *other Grants.* freed and discharged, or otherwise well and sufficiently recompenced, saved and kept harmless, of and from all former and other Grants, Bargains, Sales, Leases, Charges, Titles, Troubles, Forfeitures and Incumbrances whatsoever, had, made, committed, done, knowledged, or willingly and wittingly

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Exception of
Dower and
Lease.

tingly suffered by the said A. B. and E. his Wife, or either of them, or by the Heirs of the said E. B. or by the said J. J. deceased, late Father of the said E. B. or by any other person or persons whatsoever, by or with their or any of their means, consent, act, privity, knowledge or procurement. Except the Dower of E. J. Widow, Mother of the said E. B. and one Lease made unto (&c.) of a Messuage (&c.) parcel of the Premises. In Witness (&c.)

Uses of Fines declared.

*An Indenture declaring the Use of a Fine,
before Levied.*

Parties.

Fine.

Uses.

This Indenture (&c.) Between A. B. of the one part, and C. D. of the other part; Witnesseth, That whereas the said A. B. hath heretofore in the Term of St. *Hilary* last past, before the Date of these Presents, Levied one Fine in due form of Law, unto the said C. D. and E. B. of all that the Manor of M. with their appurtenances (&c.) [reciting the other Lands, if any were] The which said Fine was Levied by such Names, number of Acres, and other Particulars in the said Fine contained, as by the said Fine, reference being thereunto had, doth and may more plainly appear. Now this Indenture witnesseth, That the Use and Uses, intent and purpose of the said Fine is, and is by these Presents, by the said A. B. declared, limited and appointed to be to the use and uses, intents and purposes hereafter

after in these Presents limited and appointed, and to no other use or uses, intent and purposes whatsoever; (That is to say,) all and singular the said Manors, Lands and Tenements, with all and every their appurtenances in the said Fine comprized; To the use and behoof of (&c.) [Here declare the Uses, as they are to be limited and expressed.] And the true intent and meaning of the said Fine further is, and by these Presents is declared to be to the intent and purpose, That he the said E. B. Brother to the said A. party to these Presents, and M. his Wife, shall and may have and perceive, for and during the Term of their Natural lives, and the life of the longer liver of them, one annual Rent of the Sum of (&c.) of lawful Mony, to be issuing out of the said Premises yearly, at the four usual Feasts and Terms of the year, and to begin at the first of the said Feasts, which shall be next after the decease of the said A. B. party to these Presents. And if the said Rent, or any part thereof be behind, that they the said E. and M. shall have and enjoy one Messuage, with all the Lands of Inheritance therewith used, scituate in R. in the said County of N. wherein J. S. doth dwell, and was late in the occupation of W. H. for and during their Natural Lives, and the Life of the longer Liver of them. In witness whereof (&c.)

A Rent charge

If in arrears,
then one
Messuage, &c.

And Lastly, it is hereby covenanted, That all Assurances shall enure to the Uses before limited. granted, concluded and agreed, by and between the said parties to these Presents, for them and their Heirs; and they do hereby publish and declare, That all and singular

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Fine

The Art of Conveyancing.

Fine and Fines, Common Recovery and Recoveries, and all farther and other Assurances and Conveyances whatsoever of the said Premises hereby granted, or mentioned to be granted, and every or any part or parcel thereof, at any time after the day of the Date hereof, had, made, levied, executed or acknowledged between the said parties to these Presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure: And that all and every person and persons which now stand and be seised, or which shall at any time or times hereafter stand and be seised of the Premises hereby granted, or mentioned to be granted, or of any part or parcel thereof, shall from time to time, and at all times hereafter, stand and be seised thereof, and of every part and parcel thereof, to the same uses, intents and purposes, and with and under the same Powers, Liberties and Provisoos, as the same Premises are in and by these Premises limited and settled, or mentioned to be limited and seised. In witness (&c.)

That the Fine,
&c. shall enure
to future E-
states, to be
made.

And it is hereby also declared and agreed by and between all and every the said parties to these Presents, and the full intent and meaning of these Presents, and of all and every the said parties hereunto is, That immediately from and after such Joyntures, Leases, Estates and Rents so made, granted, leased, charged, assigned, limited or appointed, by the said Sir R. S. alone, or by
him

him and the said M. S. his Wife, according to the Powers hereby given or limited unto him alone, or to him and his said Wife respectively, these Presents shall be and enure, and shall be adjudged, deemed and taken to be and enure, of, for and concerning the Premises so to be letten, granted, assigned, charged, limited or appointed: And the said Conusees in the said Fine, and the said Recoveror in the said Recovery, and his and their Heirs shall stand and be seised thereof, to the severall and respective Uses of the severall and respective persons, their Heirs, Executors, Administrators and Assigns, to whom such Joyntures, Leases and Estates shall be so made, limited or appointed, as aforesaid; for such Terms and Estates as shall be so leased, limited or appointed, to them, according to the intent and true meaning of the said severall and respective Deeds or Writings, so leasing, limiting or appointing the same; and of the Reversion and Reversions thereof, during the said Leases, Terms and Estates, and of the Premises themselves, after the said Leases, Terms and Estates shall be ended and determined, and as the same shall severally and respectively end and determine; To the severall Uses of such person and persons, and for such Estate and Estates, and with and under such Powers, Authorities and Provisoës, and in such sort, manner and form, as the same are hereby declared, limited and appointed, and as the same should have been, if such Leases, Estates or Terms, so to be made by virtue of these Presents, had not at all been.

For Corrobrating a Lease.

Use.

And it is hereby declared and agreed by, and between all the said Parties to these Presents, That the said Fine herein before covenanted to be levied as aforesaid, and all and every other Fine and Fines whatsoever, to be had and levied, by and between the said parties to these Presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure, and that the Conusee or Conusees, in the said Fine or Fines, and all, and every other person and persons whatsoever, that by force and virtue of the said Fine, or any other Fine or Fines, shall be seised of the said Manor (&c) hereby demised or mentioned to be demised or any part thereof, shall stand and be seised thereof, and of every part and parcel thereof: To the use and behoof of the said A. B. his Executors and Assigns, for, and during the said Term and number of 100 years, to be accounted from the day of the Date of these Presents, and from thenceforth next ensuing, and fully to be compleated and ended, without impeachment of, or for any manner of Wast, subject nevertheless to such Condition as is herein before mentioned: And from, and immediately after the expiration, ceasing, or other determination of the said Term of 100 years; Then to the use and behoof of the said C. D. his Heirs and Assigns for ever, and to none other use or uses, intent or purpose whatsoever. In Witness, &c.

To

To the Cognitor for 9 Months, with Liberty to make Leases during that Term; Remainder to a second person for 500 years, upon Condition of payment, &c. Reversion to the Cognizor.

ANd it is hereby covenanted, concluded and agreed, by, and between the said parties to these Presents, for them and their Heirs, and all the said parties to these Presents do hereby declare, That the said Fine herein before covenanted to be levied as aforesaid, and all and every other Fine and Fines whatsoever to be had and levied, by, and between the said parties to these Presents or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; And that the Conusee or Conusees, in the said Fine or Fines, and all and every other person and persons whatsoever, that by force and virtue of the said Fine, or any other Fine or Fines, shall be seised of the said Manor and Lands, herein before mentioned, or any thereof, shall stand and be seised thereof, and of every part and parcel thereof, To the use and behoof of the said A. B. his Executors, Administrators and Assigns, for and during the space of 9 Months, to be accounted from the day of the Date of these Presents, and from thenceforth fully to be compleat and ended, with such farther power as is herein after to him limited, and from, and immediately after the expiration

To the Cogni-
tor for 9
Months.

To C. D. for
500 years.

Subject to Con-
dition.

That if the
Cognizor pay,
&c.

Term to cease.

Liberty for
Cognizor to
make Leases.

of that Term; To the use and behoof of the said C. D. his Executors and Assigns, for, and during the Term of 500 years, from thence next ensuing, and fully to be compleat and ended, without impeachment of, or for any manner of Waste, subject nevertheless to such Condition, as is herein after mentioned, and from, and immediately after the expiration ceasing, or other determination of the said Term of 500 years; Then to the use and behoof of the said A. B. his Heirs and Assigns for ever, and to none other use or uses, intent or purpose whatsoever.

Provided always, And it is the true intent and meaning of these Presents, and of the parties to the same, and they do hereby farther declare the use of the said Fine to be; That if A. B. his Heirs, Executors, Administrators or Assigns, or any of them shall, or do well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, or any of them, the full and whole Sum of 500 l. of good and lawful Money of *England* at one entire payment, at or upon the tenth day of *May* next ensuing the date hereof, at or in the now Dwelling-house of (&c.) That then, and from thenceforth the Estate and Term herein before limited to the said C. D. his Executors, Administrators and Assigns for 500 years as aforesaid, shall cease and be void, any thing in these Presents contained to the contrary notwithstanding.

Provided always, And it is hereby declared, meant and agreed, by and between all and every the said parties to these Presents and,

and the farther intent and meaning of them, and every of them, and of these Presents is; and the farther use of the said Fine is hereby declared to be, That the said A. B. his Executors, Administrators and Assigns, shall have power, And that it shall and may be lawful to, and for the said A. B. his Executors, Administrators and Assigns, from time to time, and at all times during the continuance of the said Term, and Estate for 9 Months hereby to him the said A. B. his Executors, Administrators and Assigns limited as aforesaid, by any Writing or Writings by *For Lives.* him or them, to be sealed and delivered, and subscribed with his or their own hand, in the presence of two or more credible Witnesses, to Demise, Grant or Lease any part or parcel of the Premises heretofore usually demised unto any person or persons whatsoever, for one, two or three Life or Lives in *In possession.* Possession, or for any Term of years determinable upon one, two or three Life or Lives in Possession, or for one or two Life or Lives, or any number of years, determinable upon one or two Life or Lives in Reversion or Expectancy, after any Estate or Estates, by Lease or Copy of Court Roll for one Life, or determinable upon one Life then in being, or for one Life, or any number of years, determinable upon one Life in Reversion or Expectancy, after any Estate or Estates by Lease, or Copy of Court Roll for two Lives, or determinable upon two Lives then in being; So as upon every such Lease or Leases, Demise or Demises, there be reserved to continue due, and payable during *Or in Reversion, &c.* all

For the Ancient Rents.

And to be Corroborated by the Fine.

After their determination.

To the use of the other Estates limited.

all the continuance of the said respective Leases, the Ancient Rents, Duties and Services, which have been heretofore usually paid, or performed for the same Premises so to be Leased. And that immediately from, and after the making of every such Demise, Lease or Grant, the Conusees of the said Fine and their Heirs, and all and ever other person and persons, which shall be then seised of such part or parts of the said Premises, as shall be so Demised, Granted or Leased, shall stand and be seised thereof, and of every part and parcel thereof, to the several and respective uses of the several and respective persons, their Executors, Administrators and Assigns, to whom such Leases and Estates shall be so made and granted, or mentioned to be made or granted for such Terms and Estates as shall be so granted, or mentioned to be granted, according to the intent and true meaning of the said several and respective Deeds or Writings, so leasing or granting the same; And of the Reversion and Reversions thereof, during the said Leases, Terms and Estates, and of the Premises themselves, after the said Leases, Terms and Estates shall be ended and determined, and as the same shall severally, and respectively end and determine, To the use of such person or persons, and for such Estate and Estates, and in such sort, manner and form, as the same are hereby limited; And as the same should have been, if such Leases and Estates, so to be made by virtue of these Presents had not at all been

After

After the Covenant to Levy the Fine say,

—Which said Fine to be levied as afore-
said, and all and every other Fine and Fines
heretofore had, made, levied or acknowledged,
or hereafter to be had, made, levied
or acknowledged, of, or upon the said Ma-
nors, Lands and Premises, or any part there-
of, by, or between the said parties to these
Presents, or whereunto they or any of them
are, or shall be party or parties, shall enure
and be, and all the said parties to these Pre-
sents, do hereby declare and agree, that the
same shall be and enure, and shall be con-
strued, expounded, adjudged, deemed and
taken to be and enure; And that the said
A.B. C.D. and E.F. and all, and every other
Conusee or Conusees in the said Fine or
Fines, and his, and their Heirs shall stand
and be seised of, and in all and singular the
said Manors, Lands, Tenements, Heredita-
ments and Premises herein before mention-
ed, with their and every of their Appurten-
ances, To the several uses, behoofs, intents
and purposes, and with, and under the se-
veral Limitations, Powers, Liberties Autho-
rities, Provisoes and Agreements hereafter,
in, and by these Presents declared, mention-
ed, limited and expressed concerning the
same respectively, and to, and for none
other use, intent or purpose whatsoever; (that
is to say,) To the use and behoof of the said
A. B. C. D. and E.F. their Executors, Admi-
nistrators and Assigns, for the full Term of
100 years, from the day of the Date of this
Inden-

How the Fine
shall enure.

Uses declared.

To the Tru-
stees for years.

Without impeachment of
Wast upon
Trust.

Remainder, to
Grantee for
Life.

Remainder to
the eldest Son.

Second Son.

Third Son.

Fourth Son.

Fifth Son.

Sixth Son.

Seventh Son.

Eighth, Ninth
and Tenth, &c.

Indenture, fully to be compleat and ended without Impeachment, of, or for any manner of Wast, upon the Trusts, Limitations and Agreements herein after mentioned, expressed and declared, concerning the same Term and Estate, And from and after the End, Expiration, Surrender or other Determination of the said Estate for years; To the use and behoof of the said Sir G.H. for, and during the Term of this Natural Life, without impeachment of, or for any manner of Wast, and with full power to do and commit Wast, and with such farther Powers, Liberties, Authorities and Provisoes as hereafter is limited and expressed. And after his Decease to the use and behoof of W. H. eldest Son, and Heir apparent of the said Sir G. H. and the Heirs Males of the Body of the said W. H. the said Son lawfully to be begotten, And for default of such Issue, To the use and behoof the second Son of the said Sir G. H. and the Heirs Males of the Body of such second Son lawfully to be begotten, And for default of such Issue, To the use (&c.) of the third Son of (&c.) [as afore] And for default, &c. To the use (&c.) of the fourth Son of (&c.) And for default (&c.) To the use (&c.) of the fifth Son of (&c.) And for default (&c.) To the use (&c.) of the sixth Son of (&c.) And for default (&c.) To the use (&c.) of the seventh Son of (&c.) And for default (&c.) To the use and behoof of the eighth, ninth, tenth, and all other the Sons of the said Sir G. H. successively one after another, in order and course as they shall be in order and seniority of

of age, and priority of Birth, and the several Heirs Males, of their several and respective Bodies lawfully to be begotten, the elder of the said Sons, and the Heirs Males of his Body being ever preferred before the other, and the Heirs Males of their Bodies. And for default of such Issue, in case Dame H. now the Wife of the said Sir G. H. or any other Woman, that shall be the Wife of the said Sir G. H. at the time of his Decease, shall happen to be enseint with Child by him, at the time of his Decease, To the use and behoof of the said Dame H. or such other Woman as shall be the Wife of the said Sir G. H. and shall be so enseint at the time of his Decease as aforesaid, until she shall be of such after born Child delivered or shall dye, which soever shall first happen in Trust, for the benefit of such Child when it shall be Born; And if such after-born Child shall happen to be a Son, then from, and after the Birth of such after-born Son, To the use and behoof of such after-born Son, and the Heirs Males of his Body lawfully to be begotten; And for default of such Issue, To the use and behoof of the said W. H. and the Heirs Males of his Body lawfully begotten, and to be begotten; And for default of such Issue, To the use and behoof of the said J. H. and of the Heirs Males of his Body lawfully begotten, and to be begotten; And for default of such Issue, To the use and behoof of the said R. H. and of the Heirs Males of the Body of the said R. lawfully begotten, and to be begotten; And for default of such Issue, To the use and behoof

And in default.

To such Wives as he shall leave with Child.

Till delivery, &c.

In Trust for such Child, &c.

In default to his eldest Son.

In default to J. H.

In default to R. H.

In default to Grantors, Heirs.

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In default to
his Fathers
Heirs.

of the Heirs of the Body of the said Sir G. H. lawfully begotten or to be begotten; And for default of such Issue, To the use and behoof of the right Heirs of the said Sir J. H. deceased, late Father of the said Sir G. H. for ever.

Trust of the
Term declared.

And it is hereby declared and agreed, by, and between the said parties to these Presents, and the true, intent and meaning of them, and every of them, and of these Presents is, That the Estate and Term of 100 years herein before limited, to the said A. B. C. D. and E. F. their Executors, Administrators and Assigns as aforesaid, is upon these Special Trusts and Confidences following concerning the said Manors, Lands and Premises respectively; That is to say, As for and concerning all that the Manor of M. with the Appurtenances thereof, and all other the said Premises in M. and L. or either of them; or in the Parish of R. in the said County of S. and the Reversion and Reversions yearly, and other Rents and Profits of the same Premises, and of every part and parcel thereof; in the first place, for the performance of the particular Trusts mentioned and expressed in one Indenture, bearing date (8&c.) made or mentioned to be made

As to part.

For performance of Trust
in a former
Indenture.

Between the said Sir G. H. of the one part, and the said A. B. of the other part, touching the raising and levying Money to be employed for the payment of the Debts and Sums of Money particularly mentioned and expressed in a Schedule indented to the said Indenture annexed, together with Interest for the same, as in the said Indenture is mentioned;

For payment
of Debts,
and Daughters
Portions.

mentioned: And touching raising of Money for Portions, for the Daughters of the said Sir G. H. as in the said Indenture is mentioned. And after these particular Trusts performed, Then to the intent and purpose that they the said A. B. C. D. and E. F. their Executors, Administrators and Assigns, shall by and with, and out of the Profits of all and singular the said Manor, Lands, Tenements, Hereditaments and Premises last mentioned, or by Lease, Demise or Sale of the said Premises, or any part thereof, or otherwise according to their Discretions, from time to time raise such Moneys as shall be sufficient, as well to pay unto J. W. of (&c.) his Executors, Administrators and Assigns, the annual or yearly Rent of 100 l. reserved and payable by or upon one Indenture of Lease, bearing Date (&c.) whereby the said Manor of M. and other the Premises in M. and L. and R. aforesaid, are demised, or mentioned to be demised by the said J. W. unto the said A. B. (&c.) for the Term of 21 years from the day of the Date of the said Indenture, with reservation of the said yearly Rent of 100 l. during the said Term, at the Feasts of (&c.) by equal portions, or within 14 Days next after either of the said Days of payment thereof, as also to recompence and indemnifie the said A. B. (&c.) their Heirs, Executors and Administrators, of, for and from the said yearly Rent of 100 l. and all other their or any of their Engagements to the said J. W. for or in respect thereof, or otherwise to the said J. W. for the said Sir G. H. and that

Afterwards,
to pay Rent
reserved upon
a Lease;

And to save
Lessees harm-
less, &c.

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that the said Moneys so raised for the purposes aforesaid, shall be employed accordingly. And after all the said particular Trusts before-mentioned shall be performed, When as for and concerning all and singular the same Manor and other the Premises, of and in M. L. and R. aforesaid: And also from and immediately after the Levying of the said Fine; as for and concerning all and singular the rest and residue of the said Manor, Lands, Tenements, Hereditaments and Premises whatsoever herein before-mentioned; upon Trust, that they the said A. B. (&c.) their Executors and Administrators, out of the profits of the same Premises, or by Sale, Demising or Mortgaging the same, or any part or parts thereof, may raise any Sum or Sums of Money, not exceeding in the whole 5000 l.

As to the
Residue,
In Trust, to
raise 5000 l.

After Trusts
performed,
Trustee to
surrender their
Estate to the
Reversioner;

And upon this further Trust and Confidence, That after all the said Trusts performed, they the said A. B. (&c.) their Executors and Administrators, shall surrender and deliver up all their said Estate and Term of Years in the Premises, or so much thereof as shall be unfold or undisposed of for the purposes aforesaid, unto such person or persons, as for the time being shall have the immediate Reversion or Freehold of the Premises, by the intent and true meaning of these Presents, in case it shall seem good unto them, the said A. B. (&c.) their Executors or Administrators, so to surrender and deliver up the same, and that they in their Discretion shall think fit so to do. Or otherwise, they shall permit and suffer all

Provided always, And it is hereby further declared, meant and agreed by and between all the said parties to these Presents, and the further intent and meaning of them, and every of them, and of these Presents is,

Proviso, for Trustees to have liberty to revoke the Uses.

That the said A. B. &c. or the Survivor or Survivors of them, by, and with the consent of the said Sir G. H. in Writing under his Hand, and not otherwise, shall have full power, liberty and authority, and that it shall and may be lawfully to, and for them the said A. B. &c. or the Survivor or Survivors of them, (by, and with such consent as aforesaid, and not otherwise) from time to time, and at all times hereafter, by any Deed or Deeds, Writing or Writings, under their Hands and Seals, to be subscribed and sealed in the presence of two or more credible Witnesses, to revoke, alter, change or make void all, or any of the Uses herein before limited or declared, of, and concerning all, or any part of the said Manor, Lands, Tenements, Hereditaments and Premises, of, or in M.L.R. &c. aforesaid, and by the same Deed or Deeds, Writing or Writings, to declare, limit or appoint the use thereof, unto such person or persons, and his or their Heirs, as they the said A. B. &c. or the Survivors or Survivor of them shall think meet, and shall by such Deed or Writing appoint: Nevertheless it is hereby declared and agreed, by, and between the said parties to these Presents, That such power is given to them the said A. B. &c. and the Survivors and Survivor of them, to the intent, that thereby they may more speedily discharge and perform the

And to declare new Uses.

For the speedier performance of the Trust.

T 4

Trust,

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But not to impeach any Estate before made, by virtue of any power herein.

After such new Uses.

The Fine to enure accordingly.

Whereas part of the Premises are liable to three Rent charges.

Trust, and raise the Moneys herein before expressed, and appointed to be raised by, or upon the said Lease or Estate for 100 years. And that this power of Revocation, shall not in any sort extend to make void, or impeach any Estate, which before such Revocation or Alteration made, shall be made or appointed by virtue of any power, or according to any Trust herein before mentioned or expressed.

And it is hereby farther declared, and fully agreed by, and between the said parties to these Presents, That from and after such Revocation or Alteration of the said Use or Uses, and Declaration of such new Use or Uses as aforesaid, the said Fine and all other Fine or Fines, had, or to be had or levied of the Premises, shall enure and be, and be taken to enure, and be as for, and concerning such part, and so much of the Premises whereof, or concerning which the said new Use or Uses shall be so appointed, to the use and behoof of such person and persons and their Heirs, to whose use the same shall be, by such Deeds or Writings appointed or limited, or intended to be limited, any thing herein before contained to the contrary notwithstanding.

And whereas, all the said Lands, Tenements, Hereditaments and Premises in R. and J. aforesaid, do now stand charged with three several Rent-charges of 5*s*. *per annum* apiece; (that is to say,) One to the said W. H. for his Life, one other to the said J. H. for his Life, and one other to the said R. H. for his Life.

It
is

It is now further provided always, and covenanted granted, declared and agreed, by and between all the said parties to these Presents; and the farther intent and meaning of them and every of them, and of these Presents is, That if the said W. H. J. H. and R. H. or any of them, shall at any time hereafter lawfully surrender and give up their said Annuities, or any of them, unto such person or persons, as for the time being, shall have the immediate Estate of Inheritance or Freehold in possession of, and in the Lands and Tenements out of which the said Annuities or Rent-charges respectively are issuing as aforesaid, That then and in such case it shall and may be lawful to and for the said Sir G. H. by any Deed or Writing under his Hand and Seal, to be Subscribed and Sealed in the presence of two or more credible Witnesses, to grant assign, limit or appoint to every such one of them, the said W. H. &c. as shall so surrender their said Annuity, one other Annuity or yearly Rent-charge of *50 l. per Annum*, to be yearly issuing and going out of any the Manors, Lands, Tenements or Hereditaments herein before mentioned, which the said Sir G. H. shall think fit to charge therewith, and to be payable during the Life only of such of them to whom it shall be so granted, assigned, limited or appointed at such times and place, as by such Deed or Writing, Deeds or Writings shall be appointed respectively.

Provided, That if the Grantee thereof surrender them;

The Grantor may, to appoint another Annuity.

for Life.

And it is farther hereby declared and agreed by and between the said parties to these Presents, That after such Rent or Rents,

After such new Grants, the Fine to ensue accordingly.

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Rents the said Fine shall enure and be, the said Conusees in the said Fine shall stand and be seised of and concerning such of the said Lands and Hereditaments, out of which the said Rents shall be so appointed to be issuing, To the intent that such of them the said W.H. and R. H. and their Assigns, to whom such yearly Rent or Rents shall be limited, may have and receive the said Rent or Rents accordingly: And that he or they may distrain as often as the said Rent or Rents, or any part thereof, shall be behind and unpaid, at the times wherein the same shall be limited to be paid upon such of the said Lands and Premises, as shall be by such Grant or Limitation therewith charged, or mentioned to be charged; and the Distress and Distresses to detain and keep, until he or they respectively be of the said Rent or Rents fully satisfied or paid.

Liberty to
Distrain.

Covenant, That
there is no
Incumbrances.

And the said Sir G. H. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said A. B. &c. their Heirs, Executors and Administrators, by these Presents, That he the said Sir G. H. hath not done, or willingly and wittingly suffered to be done any act or thing whereby the said Manors, Lands, Tenements, Hereditaments and Premises, or any of them, are or may be any way impeached, charged or incumbered, or whereby the Uses herein before limited and declared may not arise, according to the true intent and meaning of these Presents. (One Lease heretofore made (&c.) by the said Sir G.H. unto (&c.) by

Exception of
former Leases.

by Indenture dated (&c.) of the Premises in R. and J. for the Term of 99 years, if the said W. H. J. H. and R. H. or any of them so long shall live, for the better assuring and making good to each of them the said W. J. and R. H. 50 l. *per Annum* during their Lives; and one Lease by Indenture bearing Date (&c.) made by the said Sir G. H. unto (&c.) only excepted and foreprized.)

And it is also hereby declared and agreed, by and between all the said parties to these Presents, That the said Fine so covenanted to be levied, as aforesaid, shall enure and be, and shall be construed and taken to enure and be for the farther and better Confirmation of the said two last mentioned Leases, by the said several Indentures of (&c.) and of the said (&c.) according to the purport, true intent and meaning of the said several Indentures of Leases so excepted. In witness (&c.)

That the Fine shall corroborate the said Leases excepted.

*Settlement by Father, upon Marriage of his Son,
for Maintenance and Joynture.*

And it is hereby also, for the Considerations aforesaid, fully and absolutely covenanted, granted, concluded and agreed, by and between the said parties to these Presents, That the said Fine and Fines, Recovery and Recoveries, Assurance and Assurances whatsoever, of, for, touching and concerning the said Messuages, Lands, Tenements, Hereditaments and Premises, and every or any of them, to be had, levied, suffered

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suffered or executed, by and between the said parties to these Presents, or any of them, or their or any of their Heirs, and the full Execution of them and every of them, shall be and enure. And that the said Conusees and their Heirs and Assigns, shall thereof, and of every part and parcel of the said Lands and Premisses, stand and be seised to the uses, behoofs, intents and purposes herein after limited, expressed and declared; (That is to say,) To the use, intent and behoof, that the said A. B. the Son, and his Assigns, immediately from and after the said Inter-marriage with the said R. L. shall and may have, perceive, receive, take and enjoy to his and their own use and behoof, during the Life of the said A. B. the Father, one Annuity or yearly Rent-charge of 250 *l. per Annum*, of lawful Money of *England*, to be issuing out of, in and upon all the said Messuages, Lands, Tenements, Hereditaments and Premisses before-mentioned, in the Towns, Parishes, Fields and Hamlets of the said M. and L. aforesaid, in the said County of N. and out of and upon the said 60 Acres of Meadow aforesaid; To have and to hold the said Annuity or annual Rent of 250 *l.* to him the said A. B. the Son, and his Assigns, for and during his Natural Life (if he the said A. B. the Father shall so long live) the same to be paid to him the said A. B. the Son, and his Assigns, at the now Dwelling-house of (&c.) at the Feast of (&c.) by equal portions. And if it shall happen the said annual or yearly Rent of 250 *l.* to be behind and unpaid, in part or in all, by the space of

The Uses.

A Rent-charge
to the Husband
during his
Father's life.

Place of
Payment.

of 31 days next over or after any of the said Feasts aforesaid, on which the same ought to be paid, as aforesaid, That then it shall and may be lawful to and for the said A. B. the Son, and his Assigns, into the said Premises, so as aforesaid charged or chargeable, to or for the payment of the said Rent or yearly Annuity as aforesaid, or any of them, from time to time, upon every such default of payment as aforesaid, to enter and distrain, and the Distress and Distresses then and there found and taken, to take, lead, drive and carry away, and the same with him and them to impound, detain and keep, until he and they shall be of the said Annuity or Rent, and of the arrearages thereof (if any shall be) fully satisfied and paid. And also farther, to the use and behoof, intent and purpose, That she the said R. so intermarrying with the said A. B. the Son, shall and may, from and immediately after the Death of him the said A. B. the Son, and thenceforth during the Life of him the said A. B. the Father, have, receive, perceive, take and enjoy to her and her Assigns, to her and their own use and behoof, for her then present Livelyhood and Maintenance, one Annuity or yearly Rent-charge of 150 l. of like Money, to be issuing, due and payable out of, in and upon the said Messuage, Lands, Tenements, Hereditaments and Premises afore-mentioned in M. and L. aforesaid, so as aforesaid by these Presents charged or chargeable, with or for the payment of the said fore-mentioned Annuity or Rent-charge, unto and for the use and behoof of the

Distress for
Non-payment.

Annuity for
the Wife.

The Art of Conveyancing.

the said A. B. the Son; To have and to hold the said Annuity or yearly Rent-charge of 150*l.* *per Annum* to the said R. and her Assigns, for and during her Natural Life, as aforesaid, if the said A. B. the Father shall so long live, and not otherwise, nor in any other manner, To be paid to the said R. and her Assigns at the Feasts of (&c.) by even and equal portions, at the place of payment afore-mentioned; the first payment thereof to begin and be made at such of the said Feasts as shall first and next happen immediately after the Death of the said A. B. the Son, if the said A. B. the Father shall be then living; and if it shall happen the said Annuity or yearly Rent to be behind and unpaid in part or in all by the space of 30 Days, next over or after any of the said Feast-days of payment thereof above limited, on which as aforesaid the same is limited, appointed and agreed to be paid, That then the said A. B. the Father, his Executors and Assigns, shall and will forfeit and pay to the said R. and her Assigns, the Sum of (&c.) for every 30 Days, by which the said Annuity shall be so unpaid as aforesaid: And that upon every such default of payment, as well of the said Annuity or actual Rent of the said Sum or Sums of Money so forfeitable, and to be from time to time forfeited as aforesaid, it shall and may be lawful to and for the said R. or her Assigns, into the Lands and Premises so charged as aforesaid, and into every or any part or parcel thereof, from time to time to enter and distrain; and the Distress and Distresses then and there found;

Distress
Nemine pane.

found, to take, lead, drive and carry away, and the same with her and them to detain, impound and keep until she and they, as well of the Rent-charge and of the arrearages thereof, if any be, as of the Sum or Sums so to be forfeited *Nomine pene*, as aforesaid, shall be fully satisfied and paid.

Settlement of
the Freehold.

And for, touching and concerning the Freehold and Inheritance of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their rights, members and appurtenances in the said County of N. which are so charged with the Annuities, as aforesaid; To the use and behoof of the said A. B. the Father, and his Assigns, for and during his Natural Life; and after his Decease, then to the use and behoof of the said A. B. the Son, and his Assigns, for and during his Natural Life; and after his Decease, then to the use and behoof of the said R. if she intermarry with the said A. B. the Son, and of her Assigns, for and during her Natural life; and after their said several Deceases, then to the use and behoof of the first Son of the Body of the said A. B. the Son, and of the said R. between them to be begotten, and of the heirs Males of the Body of such first Son lawfully to be begotten; and for default of such Issue, then to the use and behoof of the second Son of the Bodies of the said A. B. the Son, and of the said R. between them to be begotten, and of the heirs Males of the Body of such second Son to be begotten; and for default of such Issue, then to the use and behoof of the third, fourth, fifth, sixth, seventh,

To the Father
for Life.

To the Son
for Life.

To the Wife
for Life.

To the first
Son.

Second Son.

Third, fourth,
fifth, sixth,
seventh, &c.

In order and
course.

In default, to
Daughters, &c.

The Annuity
and Estate to
be for the
Joynture.

seventh, eighth, ninth, tenth, eleventh and twelfth Son or Sons of the Bodies of the said A. B. the Son, and of the said R. between them lawfully to be begotten, one after another successively and in order, as they shall be in Age and Seniority; and to the use of the Heirs of their several Bodies, lawfully to be begotten respectively and successively in order and course of Inheritance, one succeeding another, in such manner and form as is of the said first and second Son aforesaid, first limited and appointed; and for default of such Issue Male, then to the use and behoof of the Heirs Females of the Bodies of the said A. B. the Son, and of the said R. between them lawfully to be begotten; and for default of such Issue, then to the use and behoof of the Heirs of the Body of the said A. B. the Son lawfully to be begotten; and for default of such Issue, then to the use and behoof of the right Heirs of the said A. B. the Elder for ever, and to or for none other use, intent, behoof or purpose whatsoever. And it is hereby fully and absolutely agreed upon, condescended unto and declared, by and between all the said parties to these Presents, That the said Annuity so granted to and for the behoof of the said R. as aforesaid; and the said Estate so made, passed, sealed and assured for her use and behoof, out of, in and upon the said Lands, Tenements, Hereditaments and Premises, in such sort and manner as in these Presents aforementioned and agreed upon, are by the full agreement of all parties to these Presents, agreed and condescended unto, to be and to stand for the full Joynture of the said

said R. and for and in full recompence, bar,
 discharge and satisfaction of and for all
 Dower and Thirds, which the said R. by
 and after her said Intermarriage with the
 said A. B. the Son, may or might after his
 decease, by the Laws of this Land, have;
 challenge or demand; out of or upon any
 Lands, Tenements or Hereditaments whatso-
 ever, of him the said A. B. the Son. And as,
 for, touching and concerning all other the
 Freehold Lands, Tenements and Heredita-
 ments of the said A. B. the Father, in the
 said Parishes of (&c) and every of them,
 not before charged with the said Annuity,
 nor conveyed or settled for the Joynture of
 the said R. To the use and behoof of the
 A. B. the Father, for and during his Natural
 life, dispunishable and without impeachment
 of or for any manner of Waste; and after
 his decease, to the use and behoof of the
 said A. B. the Son, and of the heirs Males of
 his Body to be begotten; and for default of
 such Issue, then to the use and behoof of the
 said A. B. the Father and of his Heirs for-
 ever. And the said A. B. for himself, his
 Heirs, Executors and Assigns, doth covenant,
 grant and agree to and with the said C. D.
 E. F. &c. their Heirs, Executors and Assigns,
 and every of them by these Presents, That
 the said A. B. the Father at the day of the
 date of these Presents, and at the time of
 the enfealing and delivery of the same, is
 and standeth lawfully and solely seised, of
 and in all and singular the said Messuages,
 Lands, Tenements, Hereditaments and Pre-
 mises, of a good, sure, perfect and absolute

Settlement of
 other Lands,
 not chargeable
 with the An-
 nuity.

Farther cove-
 nants, That he
 is sole seised.

U

Estate

Covenant,
That the Pre-
misses shall be
free from
Incumbrances:

Estate of Inheritance in Fee-simple, without any Condition or Limitation, or power of Revocation, or other power to alter, change or determine the same; and so shall and will stand, and thereof continue and be seised, until the said Lands, Tenements (&c.) with the appurtenances, be and shall be absolutely settled and assured, as aforesaid, unto and in them the said C.D. E.F. (&c.) and their Heirs, to the uses and behoofs aforesaid, according to the true intent and meaning of these Presents. And that all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, with their appurtenances, shall and may from time to time, and at all times hereafter, remain, continue, enure and be to the said C.D. E.F. (&c.) and their Heirs and Assigns, to the uses, intents and limitations herein before expressed and declared, without the lawful disturbance or interruption of the said A. B. the Father, his Heirs or Assigns, or any other person or persons claiming, or which may claim any Estate or Interest therein or thereout, by, from or under him, them, or any of them, or his, their, or any of their Estate or Interest: And that the said A. B. the Father, and his Assigns, shall and will, for and during his Natural life, well and sufficiently save and keep harmless and indemnified the said Lands and Premises, so charged or liable for and with the said several Annuities of 250 l. and 150 l. as aforesaid. And lastly, It is covenanted, granted, concluded and agreed, by and between all the said parties to

to these Presents, That the said Fine and Fines, and all and every farther assurance and assurances so as aforesaid, or in any other manner or form to be hereafter had, made, acknowledged, suffered, levied, executed or done, by and between the said parties to these Presents, or any of them, their or any of their Heirs, Executors, Administrators or Assigns, or of the said Lands and Premises, or any of them, shall be and enure, and shall for ever, after the Execution thereof, be adjudged, deemed and taken, to be and enure, as well to and for the settling and assuring of the said several mentioned Annuities, in and to the said A. B. the Son and R. L. and their Assigns respectively, in such sort as is aforesaid, as to and for the Establishment and Settlement of all and every the aforesaid Messuages, Tenements and Hereditaments, unto the uses, intents and purposes, as before in and by these Presents are mentioned, limited and declared, and to and for none other use, intent or purpose whatsoever. In witness, &c.

Enurement of
all Assurances:

Also it is declared and agreed, by and between all and every the said parties to these Presents; And the said H. B. and L. B. do for themselves (&c.) hereby declare and agree, That the said Fine, so or in any other sort to be levied and executed, and all and every other Fine and Fines, Conveyances and Assurances already had and executed, or hereafter to be had and executed by and between the said parties to these Presents, of the said Manors and Premises, or any part thereof, shall be and enure, and shall be adjudged, construed, deemed and taken to be and

Enurement of
a Fine:

The Art of Conveyancing.

enure, and is and are meant, and are hereby declared to be and enure; and the said Cognizees in the said Fine to be named, and their Heirs shall stand and be seised of the said Manors and Premises comprized, or intended to be comprized in the said Fines, and every part thereof, to the several uses, intents and purposes, and upon and under the several and respective Trusts, Provisoos, Limitations and Conditions herein after limited, declared and appointed concerning the same, and to or for no other use, intent or purpose whatsoever; (That is to say,) As for, touching and concerning all that (&c.) to the use of the said H. B. and his Assigns, for and during the Term of his Natural life, without impeachment of or for any manner of Waste; and from and after the determination of that Estate, to the use of the said W. his Wife, for part of her Joynture, for and during the Term of her Natural life, and from and after the determination of those Estates to such person and persons, and for the same use and uses as the parcels herein next mentioned are limited and declared: And as for and concerning all those (&c.) To the use and behoof of the said L. B. for and during the Term of his Natural life, without impeachment of or for any manner of Waste, for the present Maintenance of the said L. and K. his Wife; and after his Decease, or other sooner determination of his said Estate for life, To the use and behoof of the said A. B. and C. D. and their Heirs, for and during the Natural life of the said L. B. upon Trust to preserve and support the

As to part, to
H. B. for Life.

Remainder to
W. his Wife,
for part of her
Joynture.

Limitation for
present Main-
tenance.

the contingent Uses thereof herein after limited and appointed from being defeated or destroyed, and for that purpose to make one or more Entry or Entries, as occasion shall or may require: But nevertheless to permit and suffer the said L. B. to receive and take the Rents, Issues and Profits of the said last mentioned Premises, during his Life, to his own proper use. And from and after the decease of the said L.B. then to the use and behoof of the said K. Wife of the said L. B. for and during the Term of her Natural life, for a farther part of her Joynture; and from and after the several Deceases of the said L. and K. his Wife, and the Survivor of them; To the use and behoof of the said A.B. and C.D. their Executors, Administrators and Assigns, for and during the Term of 99 years, fully to be compleat and ended, on such Trusts and subject to such Provisoos and Conditions as are herein after expressed; and after the determination of that Estate, then to the use and behoof of the first Son of the Body of the said L. B. on the Body of the said K. his Wife lawfully begotten and to be begotten, and the heirs Males of the Body of such first Son lawfully to be begotten; and for default of such Issue, to the use and behoof of the second Son of the Body of the said L. B. on the Body of the said K. his Wife lawfully begotten or to be begotten (&c.) and for default of such Issue, to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son and Sons of the Body of the said L.B. on

To Trustees,
to preserve
contingent
Uses.

For farther
part of Joynture.

Term limited
to Trustees.

Entail on the
first Son.

Second Son.

Third, fourth,
fifth, sixth, seventh,
eighth, ninth, tenth.

The Art of Conveyancing.

the Body of the said K. his Wife, lawfully begotten and to be begotten, severally and successively one after another, as they and every of them shall be in Seniority of Age, and priority of Birth; and the heirs Males of the Bodies of all and every such Son and Sons lawfully issuing, the Elder of such Sons, and the heirs Males of his Body lawfully to be begotten, being always to be preferr'd before the Younger of such Sons, and the heirs Males of his Body issuing; and for default of such Issue Male living at the time of the Decease of the said L. B. if the said K. Wife of the said L. B. shall be *enfeint* of a Child at the time of his decease, then to the use of the said A. B. and C. D. and their Heirs, until the Birth of such after-born Child or Children, or Death of the said K. Wife of the said L. B. which shall first happen: And if such after-born Child or Children shall be born alive, and shall be a Son or Sons, then to the use of such after-born Son and Sons, and the heirs Males of the respective Bodies of such after-born Son and Sons lawfully issuing successively, and so as the Elder and First-born of such after-born Son and Sons, and the heirs Male of his Body lawfully issuing, shall and may be preferred before the Younger of such Son and Sons, and the heirs Males of his Body issuing; and for default of such Issue, to the use and behoof of such other Son and Sons of the Bodies of the said H. B. and W. his Wife, as they the said H. B. and W. his Wife, by any Writing under their Hands and Seals, or under the Hand and Seal of the Survivor of

Provision for
Children in
Ventre sa mere.

Remainder to
Sons of the
Grantor, by his
appointment.

of them shall nominate and appoint during his or their Lives, and the heirs Males of the Body or Bodies of such other Son or Sons lawfully issuing; and for default of such Appointment, then to the use and behoof of the heirs Males of the Bodies of the said H. B. and W. his Wife; and for default of such Issue, then to the use and behoof of the right Heirs of the said H. B. and W. his Wife for ever. And as for and concerning all (&c.) To the use and behoof of the said H. B. for and during the Term of 60 years (if the said H. B. shall so long live) without impeachment of or for any manner of Waste; and after the determination of that Estate, to the use and behoof of the said W. Wife of the said H. B. for the Term of 80 years, (if the said L. B. shall so long live;) and from and after the end and sooner determination of those Estates, to the use and behoof of the said K. Wife of the said L. B. for and during the Term of her Natural life, for her further Joynture and in lieu of her Thirds and Dower; and from and after the Decease of the said M. Wife to the said L. B. then to the use and behoof of the said H. B. for and during the Term of his Natural life, without impeachment of or for any manner of Waste; and from and after his Decease, to the use and behoof of the said W. Wife of the said H. B. for and during the Term of her Natural life: And from and after the several deceases of the said K. Wife of the said L. B. and of the said H. B. and of W. his Wife, then to the use and behoof of the said L. B. for and during the

For default of Appointment to heirs Males.

As to the other part.

Further Joynture.

The Art of Conveyancing.

Limitation to
Trustees for
years.

Afterwards to
the heirs Males
of L. B.

Remainder to
Sons of Gran-
tor by appoint-
ment.

For default to
his heirs Males,
&c.

As to another
part.

Term of his Natural life, without impeach-
ment of or for any manner of Waste; and
from and after the several Deceases of the
said H. B. and W. his Wife, and of the said
L. B. and K. his Wife, to the use of the said A. B.
and C. D. their Heirs, Executors, Administra-
tors and Assigns, for and during the Term
of 99 years, fully to be compleat and ended;
on such Trusts, and subject to such Provisoos
and Conditions as are herein after expressed:
And after the determination of that Estate,
then to the use of the heirs Males of the
Body of the said L. B. on the Body of any
Woman or Women lawfully to be begotten,
which he the said L. B. shall hereafter take to
Wife, and the heirs Males of their Bodies
issuing; and for default of such Issue, then
to the use of such other Son and Sons of the
Bodies of the said H. B. and W. his Wife, as
they the said H. B. and W. his Wife, or the
Survivor of them, shall by any Writing or
Writings under their Hands and Seals, or
under the Hand and Seal of the Survivor of
them, nominate or appoint during his or
their Lives, and the heirs Males of the Body
or Bodies of such other Son or Sons law-
fully issuing; and for want of such Ap-
pointment, then to the use and behoof of the
heirs Males of the Bodies of the said H. B.
and W. his Wife; and for default of such
Issue, then to the use and behoof of the right
Heirs of the said H. B. and W. his Wife
for ever: And as for and concerning all (&c.)
whereof no use herein is before limited to
the said K. his Wife, of the said L. B. for her
Joynture, to the use and behoof of the said
H. B.

H.B. for and during the Term of his natural Life without impeachment of, or for any manner of Waste, and from, and after the determination of that Estate, To the use of the said W. Wife of the said H. B. for and during the Term of her natural Life, for her further Joynture, and from, and after the several Deceases of the said H. B. and W. his Wife, and the Survivor of them, To the use and behoof of the said L. B. for, and during the Term of his natural Life, without impeachment of, or for any manner of Waste, and from, and after the several Deceases of the said H. B. and W. his Wife, and of the said L. B. Then to the use and behoof [of the said A. B. C. D. &c. for 99 years, upon Trusts (as above) Remainder to Tail Male general of L. B. (*ut supra*,) Remainder to other Sons of H. B. and W. by appointment (*ut supra*) for default of appointment, to Heirs Male (*ut supra*,) Remainder to Right Heirs (*ut supra*,) And as for, and concerning the said several Terms of 99 years, so limited to them the said A. B. and C. D. their Executors, Administrators and Assigns as aforesaid, It is declared, That the same is so limited to them, to the uses, intents and purposes, and upon, and under the several Trusts, Provisoos and Limitations herein after declared, limited and appointed concerning the same; (that is to say,) In case the said L. B. shall dye without Issue Male of his Body, begotten on the Body of the said K. his intended Wife, Born at, or to be Born after his Decease; Or, if the Heirs Male between them begotten, shall happen to dye without Issue Male

To the Grant-
or for Life.

To his Wife
for Life.

To his Son for
Life.

Then to Tru-
stees for years.

Use of the se-
veral Terms.

If Son leave no
Issue Male, or
all dye, and
but one Daugh-
ter then such
a Portion and
such allowance
for Education.

Male of their Bodies, issuing before his or their Age or Ages of 21 years, and there shall be one, or more Daughter or Daughters of the Body of the said L. B. on the Body of the said K. his intended Wife, begotten, which shall attain to their respective Age or Ages of 16 years, or be married which shall first happen, Then in Trust, that they the said A. B. and C. D. their Executors, Administrators and Assigns, and the Survivors of them, after the several Deceases of the said H. B. and W. his Wife, and L. B. and every of them, shall out of the Rents, Issues and Profits of all and singular the Premises herein before to them particularly limited, or by Lease, Sale or Mortgage thereof, or any part thereof, raise the Sum of 3000 l. of lawful Money of *England*, which said Sum shall be paid to such Daughter or Daughters, in manner and form following; (that is to say,) If there shall be but one such Daughter, Then to such one Daughter, at her Age of 16 years, or day of Marriage which shall first happen, the Sum of 3000 l. And in the mean time in Trust, that they the said A. B. and C. D. and the Survivor of them and the Executors, Administrators and Assigns of such Survivors, shall after the several Deceases of the said H. B. and W. his Wife, and L. B. and every of them, out of the Rents, Issues and Profits of the Premises, raise, and pay to such Daughter the yearly Sum of (&c.) for her Maintenance: And in case there shall happen to be two or more such Daughters, Then in Trust, That they the said A. B. and C. D. their Executors, Ad-
mini-

**If but one
Daughter.**

If more Daughters what Portions.

ministrators and Assigns, and the Survivor of them, shall out of the Rents, Issues and Profits of the Premises, or by Sale, Lease or Mortgage thereof, or of any part thereof, raise, and pay unto such Daughter or Daughters the Sum of 3000 l. of Lawful Money of England, equally to be divided between them, the said respective payments of their respective Shares and Proportions of the said Sum of 3000 l. to be paid them, and every of them at their respective Age of 16 years, or days of Marriage, which shall first happen: And after the payment as aforesaid, of any such Share or Proportion or more, made to any of the said Daughters as aforesaid, If any other of the said Daughter or Daughters, shall happen to dye before her, or their respective Age or Ages of 16 years, or days of Marriage, then on further trust, That the said Trustees and the Survivor of them, the Executors, Administrators and Assigns of such survivor, her, or their respective Shares and Proportions, shall likewise raise and pay, or cause to be paid to the Surviving Daughter or Daughters, (the payment of her, or their former Shares or Proportions as aforesaid, in any wise notwithstanding.) And also on further Trust, that until all the said several Shares and Proportions of the said 3000 l. shall be unto the said Daughter and Daughters respectively paid, the said A.B. and C.D. and the Survivor of them and the Executors, Administrators and Assigns of such Survivors, shall after the several Deceases of the said H.B. and W. his Wife, and L.B. raise and pay, or cause to be paid to every such Daughter or Daughters, respectively for their Maintenance, the several

If after any have received, any of the others dye before their due, the share of such so dying to be paid amongst Survivors.

Education Money, if more Daughters than one.

If the Son leave
a Son and o-
ther Children,
then such o-
ther Children
to have so
much *per an-*
num for Edu-
cation.

If Issue Male
attain full Age
or Marry, then
Trustes to
raise Sum for
younger Chil-
drens Portions,
and Mainten. as
L. shall appoint

veral and respective Sums of (&c.) yearly;
And it is hereby further declared and agreed,
by, and between the said parties to these
Presents, if the said L. shall have a Son by
him begotten, on the Body of the said K.
his intended Wife, living at the time of the
Decease of the said L. B. or Born after his
Death, and shall have any other Child or
Children, by him begotten on the Body of
the said K. his intended Wife, to be living
at the time of the Decease of the said L. B.
or to be Born after his Death, and that such
other Child or Children have no sufficient
Livelyhood, Maintenance or Preferment,
Then upon further Trust, That the said A.
B. and C. D. and the Survivor of them, the
Executors, Administrators and Assigns of
such Survivor, shall until such other Child or
Children of the said L. (other than the eldest
Son of the said L.) without such Mainte-
nance or Livelyhood as aforesaid, shall at-
tain unto their severall and respective Ages
of 21-years, or days of Marriage, shall after
the severall and respective Deceases of the said
H. B. and W. his Wife, and either of them
out of the Rents, Issues and Profits of the Pre-
misses, raise and pay or cause to be raised and
paid to every such Child and Children (other
than the eldest Son of the said L. aforesaid)
severally and respectively the yearly Sum of
(&c.) for his her and their respective Mainte-
nances. And it is hereby further declared,
by, and between all the said parties to these
Presents, That in case the said L. shall have
a Son by him begotten on the Body of the
said K. his Wife, who shall in the Life time
of

of the said L. or after come to the full Age of 21 years, or be Married, and shall have any other Child or Childen, by him also begotten on the Body of the said K. his Wife, and living at the time of the Decease of the said L. or to be Born after his Decease, That then the said A. B. and C. D. the Survivor of them, the Executors, Administrators and Assigns of such Survivors, out of the Rents, Issues and Profits of the Premises so limited to them as aforesaid, or by Sale, Lease or Mortgage thereof, or of any part thereof, after the several Deceases of the said H. B. and W. his Wife, and of the said L. and every of them, shall raise such Sum and Sums of Money not exceeding in the whole the Sum of 2000 l. of, (&c.) for the Portion and Portions, further Maintenance and Maintenances of all and every such Children of the said L. (other than the eldest Son of the said L.) and to be paid at such time and times, and in such Proportion and Proportions as the said L. by any Writing under his Hand and Seal executed, and testified by three or more Credible Witnesses, or by his last Will and Testament in Writing executed and testified as aforesaid, shall limit, declare and appoint: And it is hereby further declared, by all the said parties to these Presents, That from and after the said Sum of (&c.) and the said Sum of (&c.) before mentioned, shall be raised and paid in manner as aforesaid, and also from and after the several yearly Maintenances of (&c.) aforesaid, shall be raised and paid as aforesaid. That then the said A. B. and C. D. and the Survivor of them, the

Trustees after
Portions and
Maintenances
paid to settle
Residues of
Term on him
in Remainder

Exe.

The Art of Conveyancing.

If all younger Children dye before 16 years or Marriage, then the Terms before limited to Trustees not to charge the Lands with such Portions.

If he in Remainder pay, or secure Portions, then the Terms to cease.

Executors, Administrators and Assigns of the Survivor, shall convey, surrender, assign and yield up the Remainder and Remainders of the said Terms of 99 years to such Person or Persons, to whom the next and immediate Reversion and Inheritance of the said Premises expectant on the said Terms of 99 years, shall then for the time being, belong by virtue of these presents, or by any other ways or means whatsoever, discharged of all Incumbrances at any time then before to have been made by them the said A. B. and C. D. or either of them, their or either of their Executors, Administrators or Assigns. Provided always, that if the said Daughter or Daughters of the said L. and K. his Wife to be begotten shall happen to dye before her or their respective Ages of 16 years, or days of Marriage, or in case the said L. shall have Issue by the said K. his Wife, several Sons, or one Son, and one or more Daughter or Daughters, If all the said younger Son and Sons, and Daughter or Daughters, shall happen to dye, the Sons before their Ages of 21 years, and the Daughters before their Ages of 16 years, or days of Marriage, then the said Terms of 99—years shall not extend to charge the said Manors and Premises with the said Sum of (&c.) for such Daughter or Daughters, nor with the said Sum of (&c.) for such younger Son or Sons respectively. Provided also, That if the said Sum of (&c.) or any part thereof shall become payable to such Daughter or Daughters as aforesaid; Or in case the said Sum of (&c.) or any part thereof, shall become payable

able to the said younger Son and Sons, or Daughter and Daughters as aforesaid, and such Person or Persons to whom the Reversions, Freehold, or Inheritance of the same Premises, or any Estate in Remainder immediately expectant on the said several and respective Terms, according to the Limitations herein before contained, shall for the time being, come, descend or appertain, shall within one year next after the Decease of the said L. B. well and truly pay, or cause to be paid, or to the good liking of the said A. B. and C. D. or the Survivor of them, his Executor, Administrators and Assigns, secure or cause to be secured, to be paid to such Daughters or Daughters, the Sum of 3000*l*. or to such younger Son or Sons, Daughter or Daughters the said Sum of 2000*l*. in such manner, and at such time and times as the same are respectively payable as aforesaid, or within 12 Months after the same, or any part thereof shall be payable as aforesaid, and shall also pay or secure to be paid as aforesaid to such Daughter or Daughters, and to such Son and Sons, all and every the said yearly Maintenances of (&c.) aforesaid, respectively as aforesaid, then the said respective Terms of 99 years so limited to them, the said A. B. and C. D. as aforesaid shall cease, determin and be void, any thing herein before contained to the contrary thereof, in any wise notwithstanding. Provided always, And it is declared and agreed, by, and between all the said parties to these Presents, That it shall and may be lawful, to and for the said L. B. from, and after the Decease

Proviso, for making a Joynture for another Wife, &c.

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As L. shall
appoint.

And the Fine
to enure ac-
cordingly.

Proviso, for ma-
king of Leases
by Grantor, &c.

cease of the said K. his intended Wife, with-
out any Issue Male of her Body, by the said
L. B. lawfully to be begotten then living,
by any Writing or Writings under his Hand
and Seal, testified by two or more credible
Witnesses to Assign, limit and appoint all, or
any part of the said Premises herein before
limited to the said L. B. for his Life, for his
present Maintenance to any person or per-
sons, to, or for the use of any Woman or
Women, which he the said L. B. shall hap-
pen to take to Wife, after the Decease of
the said K. his Wife, without any Issue Male
on her Body by the said L. B. begotten then
living as aforesaid, for the Life or Lives of
such Wife or Wives, for her or their Joynt-
ure or Joyntures: And that from and after
such Limitation and Appointment, the said
Fine and Fines so as aforesaid, or in any
other manner to be had and executed,
the said Cognizees therein named,
and their Heirs shall stand and be seised
of such part of the Premises, as shall
be so appointed, or limited to the use
of such Woman or Women, as the said L. B.
shall hereafter happen to Marry, for and
during the natural Life and Lives of such
respective Wife or Wives in manner as aforesaid,
any thing herein before contained to
the contrary thereof in any wise notwithstanding.
Provided also, That it shall and
may be lawful, to, and for the said H. B.
and after his Decease to, and for the said
W. his Wife, in case she happen to Survive
him; and also to and for the said L. B. for
and during the several and respective Terms,
of

of their severall and respective natural Lives, respectively from time to time, and at all times from and after the first day of *May* next ensuing, and from and after the severall Deceases of the said H. B. and W. his Wife, and of the said L. B. to, and for any person or persons, to whom any use or Estate is herein before limited, respectively of the said Premises or any part thereof, being in Possession of such Use or Estate during their respective Natural Lives, being of the Age of 21 years or above, by any Deed or Deeds indented, signed, sealed and delivered in the Presence of three or more credible Witnesses, to make any Lease or Leases, Demise or Demises of the Premises, or of such respective part thereof, as they shall be so in Possession of, by vertue of, and according to the severall and respective Limitations herein before to them made, so as such Lease or Leases, be in Possession and not in Reversion, and so as such Lands have been usually letten, by the space of (&c.) now last past, unto any person or persons, for any Term or Terms not exceeding three Lives, or for any number of years, not exceeding 21 years from the making thereof, without any Fine or Income, so as the best and most improved yearly Rents, as for 21 years last past had been reserved, or so much Rent as really, and *bona fide* may be got for the same, be thereupon respectively reserved to be due and payable, during the whole Term and Terms of such respective Lease and Leases, so as in, and by every such Lease and Leases, the respective Lessee and Lessees therein

And he in Possession being of 21 years of Age.

For three Lives or 21 years. Without any Fine.

Reserving as much Rent *bona fide*, as can be got.

X named,

Lessee to be
restrained from
doing Wast.

Lessee to Seal
Counterparts
of Leases.

Trustees to
stand seised to
the use of
Lessees.

And of the Re-
version to the
former Uses.

named, their Executors, Administrators and Assigns, be restrained from doing or suffering any Wast or Spoil to be done, in and upon the said so to be demised Premises, and every part thereof: And so as every such Lessee and Lessees, do seal and deliver Counterparts of such Lease or Leases, All and every which said respective Rent and Rents, with the Counterparts of such Lease or Leases, it is covenanted and declared, by and between all the said Parties to these Presents, shall from time to time remain, and come to all and every such respective person and persons, to whom the use and behoof of the said Premises are, before respectively limited and declared, in and by these Presents; And that in such Case and Cases, and upon the making, and granting such Lease or Leases as aforesaid, the said A.B. and C. and the Survivor of them, his Heirs and Assigns, shall stand and be seised of such part and parts of the Premises, as shall happen so to be leased, To the use and behoof of such respective Lessee and Lessees, their Executors and Administrators according to their several Leases and Estates, The said several and respective Lessees, their Executors, Administrators and Assigns paying their several Rents, upon their several Leases to be reserved, and of the Reversion and Reversions, Remainder and Remainders of the said Premises, To the several and respective Uses, before in these Premises limited and expressed. In Witness, &c.

Concer-

Concerning the Use of a Fine.

Upon a Covenant of Uses, no other Use may be declared or averred, but what is contained in the Deed; 1 Co. 175. *Dyer* 169.

It may be first observed, That upon a Fine every one may declare and dispose the use of the Land according to the Estate that he hath in it: For the use doth follow the Ownership of the Land, as the shadow doth follow the Body, 2 Co. 57.

That no Averment of Uses by proof of Witnesses shall be admitted, against an Use expressed in a Fine: But in case where no Use is expressed in a Fine, there other Uses than what the Law will make upon the Fine may be averred, and proved to be agreed upon, and the Fine shall be to the Uses, 5 Co. 26. 9 Co. 8, 2, *H.* 57. See after.

That where the Uses of a Fine are agreed, there it must goe to the Uses agreed upon; but where no Uses are agreed upon, but only that it is agreed, a Fine shall be levied and not said to what Use, or a Fine is levied, there the Law appoints the Use according to Conscience, 2 Co. 37, 38. *Dyer* 18. Co. Lit. 291. *Moor* 472, 473, 842, 843.

A Bargain and Sale, Fine and Recovery made at severall times to one purpose, shall be esteemed but as one Coveyance, *Bendl.* 101.

That a general Covenant shall direct the Special Uses of a Fine, and the Special operation thereof, according to the intent of the parties, 1 *Bulstr.* 256.

X 2

That

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That an Use may be averred without a Deed upon a Fine *sur Render*; for the Deed is but to shew the intent of the parties, which may appear as well without as by Deed, *Popb.* 105.

The Render of a Fine, may not be alledged to any other Use than what is expressed upon the Fine, without a Writing to shew for it, *Popb.* 104, 105. 3 *Bulstr.* 318, 319.

If the Conusee of a Fine levied of Land, do pay Money to the Conusor of the Fine at the time of Fine levied, and there be no use declared, nor is it set forth to what use it shall be: In this Case the Law will construe the Fine to be levied of these Lands, to the use of the Conusee to whom the Fine is levied.

But if there be no Money paid by the Cognisee, nor any use declared, it shall be to the use of the Cognisor that levied the Fine: For nothing appears, whereby it can be supposed that the parties had any intention, that the Estate in the Lands should be altered by the Fine; but that the Fine was levied to Corroborate the Title of the Cognisor, *Bendl.* 134, 135. *Stiles Pract. Reg.* 147.

That more Acres of Land do not pass by a Fine than the Fine doth name, albeit the Indenture to lead the use of it, speak of more Acres; for the Fine is the Foundation of the Estate, and the Estate riseth out of it, *Jenk. Gent.* 6. *Case* 45.

The time of Claim.

Briefly then, the time of Claim may be summed up as follows :

A Lessee for years shall have 5 years from the Commencement of his Lease to Claim, 2 Cro.60: He that hath two Titles, shall have five years to make his Claim, *Jenk. Cent. 6. Case 45.* Five years are given after a Remainder doth fall, and five years after the Forfeiture of Tenant for Life, and five years for a Woman to Claim her Dower after her Husbands Death; *Plowd. 374. Dyer 3. 19 H.8.7.* An Infant shall have five years after he comes to his full Age, altho' he was in his Mothers Womb at the time of the Fine levied, *Plowd. 539.* Madmen, &c. have five years after Cure of their Maladies, altho' the Infirmary happen after the Fine levied, and before the last Proclamation, *Plowd. 339, 367, 375, 377. Dyer 3.* Estrangers out of the Realm at the time of the Fine levied, shall have five years after their Return: So also, if they were in *England* at the time of the Fine levied, and within the five years be sent in the Kings Service, and by his Commandment, *Plowd. 366.* If the party be beyond Sea at the time of the Fine levied, and never Return but dye there, the Heir shall not be barred at all, *Sir Thomas Cottons's Case 20. Eliz.* If he be in *Ireland* or *Scotland*, he shall be said to be out of the Realm, *4 H.7. Pl. 367.* They who have divers defects, have five years after the last Infirmary removed, but if there be divers impediments, and once wholly removed, and afterwards they fall into the

X 3

like

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like again, and die, the first 5 years begun in the Ancestors time shall proceed, and be reckoned to the Heir, and he shall at the end be bound, as the Ancestor should, if he had remained free all the five years, *Plowd.* 375. *Dyer* 137.

If he that hath Right be beyond Sea at the time and never Return, the Heir is not limited to time. And so it is of an Infant, being party to the Fine, having present Right, if he dyeth in his Infancy, his Heir is not limited: And so it is of a Person *Non compos mentis* by the Act of God; or a Man in Prison by the Act of the Law; or a Feme-covert by her own act if she dye so, being parties to the Fine, 2 *Co. Inst.* 319, 320. *Plowd.* 366.

As to the Execution of a Fine.

It was partly observed, That a Fine is either executed by Writ of *Habere facias Seisinam*, which is a Writ to the Sheriff, to put the Cognizee or his Heir in Possession, [and must be sued forth within a year after the Fine sued forth, or after Judgment upon a *Scire facias*:] Or else the Cognizee must have a Writ of *Scire facias*, which is to be sued forth after a year and a day, after the Fine is levied, and thereby the Sheriff is to warn the Tenant to appear, and shew cause if he can, why the Cognizee or his Heirs should not have Execution: At the Return whereof, if the Tenant appear, and can shew no cause to the contrary, the Plaintiff shall have an *Habere facias seisinam* to the Sheriff, to put him or his Heirs in Possession.

Or

Or the Cognizee, where the Fine is *sur Cognizance de droit come ceo que il ad de son done*, may obtain the actual Possession of the Land, contained in the Fine by an Entry: For in this case of a Fine executed, if the Cognizor be still in Possession of the Land whereof the Fine is levyed, the Cognizee may without any Writ of *Habere facias seisinam*, enter upon him, and so get the Seisin and Possession of the Land.

Of Attornment, &c. upon a Fine.

It is said, That a Fine of a Reversion ought not to be engrossed, until the Tenant for Term of Life attorn, for until Attornment he is dispunishable of Wast; neither can the Cognizee avow upon him for the Rent behind before Attornment, 22 Hen. 6. fo. 13. *Plowd.* 431.

And the Cognizee may compel such Tenant to Attorn by *Quid juris clamat*: A Judicial Writ issuing out of the Record of the Fine, which lieth in the *Custos Brevium's* hand, and lieth for the Grantee of a Reversion or Remainder, to force the particular Tenant to Attorn.

Or a *Quem Reditum reddit*; a Judicial Writ issuing out of the Note of a Fine, against the Tenant of the Land to compel him to Attorn, upon the Grant of Rent-secr, or Rent-charge out of the Land:

Or a *Per que servitia*, a Judicial Writ issuing from the Note of a Fine, and lieth for the Cognizor of a Manor, Seigniorie chief Rent, or other Services, to compel him that

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is Tenant of the Land, at the time of the Note of the Fine levied to Attorn unto him: And this must always be sued forth upon the Note of the Fine made by the Chirographer, ann before it be engrossed by him, for after the engrossing it cannot be had, *F. N. B. fo. 47. A. B.*

See more of these in *Mr. West. Symb. 2d. part.*

What Estates may be barr'd.

Note, That the Estates to be barred by a Fine, are either Estates by Common Law, or by Custom, as Copy-hold: And those either in Fee-simple, Fee-tail, for Life or for Years. The Estates also of Tenants by *Elegit*, by Statute-Merchant and Staple; and the Estates of a Guardian and Executors, that are to hold Lands till Debts and Legacies paid; *5 Co. 123. Saffin's Case, 2 Cro. 60, Goldsb. 171.*

Also the things whereunto the Statutes* of *Fines* do extend, are Lands and Tenements only, and not Rents or other Profits *a preder* out of the Land; and therefore if a Fine be levied of a Rent or Common of Pasture, and he that hath Right doth not make his Claim; this is no Bar, *2 Cro. 61.* So if I have *Estovers* out of the Land, or a Way over the Land, and the like, *Plowd. 378, 5 Co. 124. Bro. Fines 123.*

* 18 Ed. 1. 4.
34 Ed. 3. 16.
1 R. 3. 7.
4 H. 7. 24.
32 Hen. 8. 36.

Where

Where a Fine may be avoided, and how.

A Fine may be avoided for good Cause in many cases: As,

First, By the Death of all, or some of the Parties, before it be finished.

Secondly, By some Error escaped in the Suing of it out, and Prosecution of it.

Thirdly, By some Fraud, Deceit or Covin that hath been used in it.

And so it is sometimes avoidable by a Writ of *Disceit*, sometimes by a Writ of *Error*, and sometimes by Pleading only.

As to the Pleas to a Fine.

For Pleas to avoid a Fine, see *Owen's Rep.* 21. & *Stat.* 27 *Ed.* 1. c. 1.

How a Fine is to be pleaded, see *Leon.* 386, 986. *West. Symb.* 2 part, 3 *Cro.* 903, 917.

The Plea of *per Dures*, or Imprisonment, will not, its said, be admitted, 17 *E.* 3. 52. 17 *Aff.* 17.

The Plea, *Partes Finis nihil habuerunt tempore levationis Finis*, is given only to *Estrangers* to the Fine; but from Parties and Privies it is taken away. Where this Plea is good or not, see *Hughes* 940. and *Mo.* 251.

The Issue in Tail may not have this Plea, unless to avoid a Fine *sur Release* only, 3 *Co.* 141. *Dyer* 334.

Issue in Tail may aver Continuance of Possession against a Fine *sur cognizance de Droit tantum*, or Surrender. 12 *Ed.* 4. 12, 15. 11 *H.* 4. 8. But

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But not against *Sur cognizance de Droit come ceo que il ad de son done.*

As to the Parties death.

If either of the parties Cognizors dye after the Cognizance or Concord, and before the King's Silver be entred; this will avoid the Fine, and it cannot be made good: But if the King's Silver be entred in Paper, or upon the back of the Writ of *Covenant* (as the use is) and the party dye after this; the Fine by this shall not be avoided, but may be finished. See 1 *Cro. last pub.* 469. *Dyer* 220, 246, 320. 5 *Co.* 39. *Co. Lit.* 9. *Co. Inst.* 3. 511. *Bro. Fines* 124. See more *Dyer* 89. *Hob.* 330. 403, 404.

Where the Cognizor dies after the Cognizance made, the Writ of *Covenant* and *Dedimus potestatem* being ante-dated, and the King's Silver paid, the Fine will be a good Fine, *Jenk. Cent.* 4. c. 28. 7. c. 3.

It is held also, That if a Judge take the Cognizance of a Fine, and before it be certified the King demise, and the Judge have Notice of this; that now the Fine cannot be certified, for his Patent is at an end: And there seems to be the same Reason for Commissioners to take a Cognizance by *Dedimus potestatem*, *Jenk. Cent.* 4. c. 28.

Fraud, Deceit and Cowin.

As a Fraudulent Deed or Conveyance may be avoided for Fraud; so a Fine may be avoided.

If a Fine be gotten or obtained by any notorious Fraud or Practice, it may in some Cases be avoided by a *Vacat.* See 1 *Cro. last pub.*

471, 518, 531. *Mod. 21. Plowd. 370.*

If a Lessee for Life or Years, or a Copyholder, levy a Fine of Covin of purpose to bar him in Reversion, or the Lord of his Inheritance, this may be avoided for Fraud, 3 Co. 78. 8 Co. 105.

If there be Tenant for Life, the Remainder for Life, the Remainder in Fee; and the first Tenant for Life alien, and the Alienee levy a Fine with Proclamations, and the second Tenant for Life claim, &c. This doth make void the Fine, not only against him, but against him in Remainder also.

Also it seems the same Law is of a Fine, suffered in pursuit of an Usurious Contract, as by Fraud, 3 Co. 18, 20, 45. 16 H. 7. 5. *Jenk. Cent. 6. c. 45. Stat. 13 & 27 El. Stiles 288.*

A Fine levied to deceive a Purchaser, or Creditor, may be void or be voidable. See 3 Co. 79.

But if one shall pretend Title to Land, and enter and disseise the Tenant, and after levy a Fine with intent to bar the Disseisee; this is good: And if the Disseisee shall not enter or claim within the Five years, he is barred, 3 Co. 79.

A Fine levied by one of the same Name of the other Lands, may be avoided by Deceit or Pleading, 34 H. 6. 19. *Lit. Bro. c. 215.*

It is a Rule, That any one that hath an Estate in Possession or Reversion, which will be barred by the Fine when 'tis levied, may make a Claim or Entry to prevent the Bar of the Fine.

And by Authority also, any other Man may make a Claim, Entry, &c. in this Case for

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for him that hath Right. See *Mo.* 457.

The avoiding of a Fine by one defeats it against all, altho' their Right were bound before by their Non-claim, which sets at large all other Rights above them, 16 *Ed.* 2. *Plowd.* 358. *Stowel's Case.*

Fine avoided by Error.

No Error, but such as is notorious, shall avoid a Fine; for in this the Rule is, *Consensus tollit Errorem.*

If the Lands lye in divers Counties, and there be not several Writs of Covenant for every County; this will be Error, *Dyer* 227. 15 *Ed.* 413.

If there want an Original, or if there be a Writ, and that doth bear *Teste* after the *Dedimus potestatem*; or the *Dedimus potestatem* be to two, and one alone taketh it; this, its said, is Error, for which the Fine may be Reversed: But for the *Teste* of the Writ of Covenant, after the *Dedimus potestatem*, this is amendable, *Latch. Rep.* 186.

But no Error may be alledged to Reverse a Fine where the Error is contrary to the Record or Certificate of the Justices; as to say, *The Commissioner was not a Knight*, when the *Dedimus potestatem* saith, *He was*, *Jenk. Cent.* 6. c. 53. *Dyer* 89. 2 *Cro.* 11. *Telv.* 33, 34. *Hugh.* 940. *Case* 9. 646. 16, 17, 18.

Where Error is in the Proceed of the Proclamations only, there they only shall be Reversed, and the rest of the Fine shall stand good at Common Law, *Hughes* 938. c. 2, 3, 4.

An

An Infant may avoid a Fine by a Writ of Error, during his Minority; but not afterwards, 2 Co. 230. *Dyer* 201.

One may bar himself of this Writ of Error by a Feoffment of the Land, or a Release of his Right to the Land, or by a Recovery, or by a Fine and five years past, 1 *Cro. last pub.* 69. 2 Co. 77. 1. 77. Co. 2 *Inst.* 518. 2 *Cro.* 332. 2 *Leon.* 263.

And by making of a Lease for Years, he may suspend it, *Owen Rep.* 21. *Stiles Rep.* 246, 252. 1 *Cro. last pub.* 469. *Goldsb.* 181.

That Variance in the Persons, in the Render, or of the Estates of Lands, except it be very gross, will not make it void, *Hugb.* 939. c. 10, 946.

Note, For Repugnancy, see 5 Co. *Tey's Case*.

Where a Fine is good or not, see *Hughes Abridgment of Fines*, par. 1, 2, 3. See *West. Symb.* part 2.

Who is to bring the Writ of Error, see *Leon.* 115, 317. 2 *Cro.* 11, 90, 392. *Dyer* 49, 89, 201, 231. 2 *Leon.* 139. *Owen* 21.

And note, That where any Fine is levied, it is said be all the Term wherein it is levied, *in pectore Judicis* to amend it for Error, as the Judges see cause, *Litch.* 180.

See more of these things, in *West. Symb.* Bro. tit. *Fines*, *Shepb. Touchstone of Assurances*, *Brown of Fines*, &c.

CHAP. VI.

Of Recoveries.

Recovery
defined.

Recoveryes are either feigned; that is,
 { Common;
 or
 { True;
 That is, Actual by Judgment.

True Recovery.

A true Recovery is an Actual or Real Recovery of any thing, or the value thereof, by Judgment: As if a man buy Land of another with Warranty, and this Land is afterwards recovered by a third Person; the Buyer hath remedy against the Seller, to recover it in Value; that is, to recover so much Money as the Land is worth, *Fitz. N.B. fo. 134.*

Feigned
Recovery.

But the Common Recovery is *fidio Juris*; a Formal thing, by Consent, and is used where a Man is desirous to cut off an Estate Tail (&c.) in Lands or Tenements, to the end, to sell, give or bequeath it, as he thinketh meet, for the Assurance of them that shall after have the Land.

For the end and effect of a Common Recovery, is to discontinue and destroy Estates, Remainders and Reversions, and to bar the former Owners thereof, *West. par. 2. Symb. §. 1.*

These Common Recoveries are founded upon a Writ of *Entry en le Post, &c.*

In

In the Form of this Recovery the Parties do agree, That one, who is called the Demandant, shall bring an Action Real (as if he had good Right) against the Tenant of the Freehold of the Lands, as tho' he had no Right of Entry to the same, but after Disseisin, which one *Hugh Hunt* had unjustly made to the Demandant, &c. And hereupon the Tenant calls to Warrant to him the Lands, *Edmond Clent*, *John Wheeler*, (or other the Common Vouchee, who is well known) which Vouchee is supposed to appear in Court, and Warrant the Lands to the Tenant (or Defendant); whereupon the Plaintiff or Demandant claims the Lands against the Common Vouchee.

The Form used
in a Single
Recovery.

Hereupon the Common Vouchee is supposed to appear and defend his Right, and pleads, That *Hugh Hunt* did not disseize the Plaintiff (or Demandant,) as by his Declaration he supposes; and puts himself upon the Country to try it: Whereupon the Demandant prays a Day to Imparl, or speak to the Plea: And a Day being given, the Demandant is supposed to come again into Court in proper Person, and the Common Vouchee then is supposed to make a default, and withdraw in Contempt of the Court; and thereupon Judgment is entred, That the Demandant, against whom there is no defence, shall recover the Land against him that he sued (who is called the Tenant,) and the Tenant is to have Judgment against the Common Vouchee (&c.) And by this Device, grounded upon the strict Principles of Law, the first Tenant loseth the Land,
and

The Judgment.

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and hath nothing for it; but it is by his own Agreement, and for the Assurance of him that buys the Land.

And so it is, if it be with double or treble Vouchers: As in Double, the Tenant calleth to Warrantie the first Vouchee, who Warranteth, and calleth the Second or Common Vouchee, who pleads to the Country, and after Imparlance and Return of the Demandant makes Default; and then Judgment for the Demandant against the Tenant, for the Tenant to recover in Value of the first Vouchee, and the first to recover in Value of the second or Common Vouchee. And it is in like manner with treble Vouchers, &c.

The Effect.

The Recovery bars Entails, and all Remainders and Reversions that should take place after Entails; saving where the King is the Giver of the Estate Tail, and keepeth the Reversion in himself; and then the Heir in Tail, nor the Remainder or Reversion, is barred by such Recovery, 23 H. 8. b. 34 H. 8. c. 20. *Dyer fo. 132. Vide postea.*

The Reason why the Heirs of the Remainders and Reversions be thus barr'd, is, because in strict Law the Recompence adjudged against the Vouchee, is to go in succession of Estate, as the Land lost should have done; and then it were not Reason to allow the Heir liberty to keep the Land, and also to have a Recompence in Value; therefore he loseth the Land, and is to trust to the Recompence.

These

These Common Recoveries, as also Fines, are said to be first invented when Entails fell out to be inconvenient: For the opening whereof you may observe, That before the Statute *De Donis Conditionalibus*, *Westm. 2. cap. 1.* Feoffees, after they had Issue, had power to alien and disinheric the Issue, contrary to the mind of the Donors. And by this Statute in King *Edward* the Firsts time, the Inheritance was made so strong, as that the Tenant in Tail could not put away the Land from the Heir by any act of Conveyance or Attainder, nor let it, or any way charge or incumber it longer than for his own Life.

When these
Recoveries
were invented.

But from this Statute there arose many Inconveniencies; for by this means the Lands were made so sure to the Heir, as that the Father could not put it from him; and hereupon the Son oftentimes proved Disobedient, Negligent, Wastful, &c. knowing he could not be disinherited; and many times the Owners themselves of such Entailed Lands, were less fearful to commit Felonies, Murders, Manslaughters and Treasons, for that they knew that none of these Acts could hurt the Inheritance of their Heirs.

Again, such as had Entailed Lands, could make little or no Profit of them; for none would give a Fine of any Value upon such an uncertain Estate, as that of the Owners Life only, neither would they much improve their Lands for the same Reason, with many other Inconveniencies.

Remedy.

For the Remedy whereof several later Statutes were made, as 4 H. 7. 24. 32 H. 8. 36. Whereby a Tenant in Tail may disinherite his Son by Fine and Proclamation, 26 H. 8. 13. Tenant in Tail doth forfeit his Land for Treason; and 32 H. 8. he may make Leases for 21 years or three Lives (&c.) by 33 H. 8. Entailed Lands are liable by Extent for the Kings Debt, and by 13 Eliz. 4. They are saleable for his Arrearages upon his Account for his Office.

Best Assurances.

Vide 7 H. 8. 4.

21 H. 8. 15.

Also for the Remedy of those Inconveniences of Entailed Lands, these Common Recoveries were first invented, and men began to cut off Entails by such means as they could find Law for it; and now, by use, these Recoveries (&c.) are become the best Common Assurances that Purchasers have for their Money (being grounded upon the strict Principles of the Law; tho' by Consent) for a Fine will bar the Heirs in Tail, but not the Remainder, or the Reversions, but these Recoveries bar them all, 1 Co. 22, 62.

The intent of
Common Re-
coveries fur-
ther explained.

These Common Recoveries, as before observed, are sued out with single, double and treble Vouchers.

And yet in that called a single Recovery, you will find two Recoveries included; the first by the Demandant against the Tenant, and the second by the Tenant against the Common Vouchee.

Single Voucher.

The Intent of a Common Recovery, with single Voucher, is to bar the Tenant and his Heirs of such only Estate Tail which then is in him, to destroy the Estates which others

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others have of any Reversion expectant, or Remainder dependant upon the same, and of all Leases and Incumbrances derived out of such Reversions or Remainders.

In a double Voucher there are also three Recoveries mentioned; one for the Deman-
Double Vouch-
er
 dant against the Tenant, another for the Tenant against the Voucher, the last for the first Voucher against the second or Common Vouchee.

And by this Recovery with a double Voucher, it is intended to bar the first Voucher and his Heirs of every such Estate, as at any time was in the same Voucher, or any of his Ancestors (whose Heir he is) of such Estate, and all other Persons of such Right to a Reversion or Remainder, and will be also a perpetual Bar of such Estate, whereof the Tenant was then seised in Reversion or Remainder, Expectant or Dependant upon the same.

In a Recovery with treble Voucher, are
Treble Voucher
 included four Recoveries; the first by the Demandant against the Tenant, the second by the Tenant against the first Vouchee, the third by the first against the second, and the fourth by the second against the Common Vouchee.

The scope and intent of this Treble Voucher, is to make a perpetual Bar of the Estates of the Tenant, and of every such Estate of Inheritance, as at any time had been in the first or second Vouchee, or any of them, or either of their Ancestors, whose Heirs he or they are of such Estate, and as well of every Reversion thereupon depen-

Y 2

dant;

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dant; as also of all Leases, Estates, Charges and Incumbrances, derived out of any such Reversion or Remainder.

The Uses, how
led.

And the Uses both of Fines and Recoveries are mostly expressed and led by Indentures between the Parties designed, before or after, for that purpose, which be called Indentures, to lead the Uses of Fines and Recoveries.

For upon Feoffments, Fines and Recoveries, the Estate of the Lands doth settle, as the use and intent of the parties is declared by Writing, before or after the act was done: (As for Example,) If they make a Writing that one of them shall levy a Fine, or make a Feoffment, or suffer a Recovery to the other; yet the use and intent (may be) is, That one shall hold it for his Life, and after his Death a Stranger, to have it in Tail, and then a third in Fee-simple, as has before appeared in the Presidents: In this Case the Land setteth in Estate, according to the use and intent declared; and that by reason of the Statute of 27 H. 8. cap. 10. which conveyeth the Land in possession to every one that hath Interest, in use, or the Intent of the Fine, Feoffment, or Recovery, according to the use or intent of the Parties. But before that Statute, the Feoffees (&c.) were Owners of the Land; but now the *Cestuy que Use* (he to whose right they were enfeoffed) is the Owner of the same, before the Possession ruled the Use; but since the Use governeth the Possession, *Noy's Max* 60.

Stat. 27 H. 8.
for transferring
of Uses into
Possession.

And

And as these Fines and Recoveries are a Bar, and dock the Estates afore-mentioned; so by these Indentures to lead the Uses thereof, new Estates and Entails are limited and created, subject to further Fines and Recoveries, & sic ad infinitum.

In the Suing forth a Writ of Entry, is to be observed :

First, The Demandant, who is Plaintiff ^{Of the Writ} in the Writ, and properly called the Reco- ^{of Entry.} veror.

Secondly, The Tenant of the Land, who is Defendant to the Writ of Entry, against whom the Land is to be Recovered, and therefore properly called the Recoverer.

Thirdly, The Vouchee being the Person whom the Tenant calls, to Warrant to him the Lands demanded.

Fourthly, The Land it self which is to be Recovered, and which must be carefully and regularly placed.

If a Recovery be intended with single ^{How the Writ} Voucher, the *Præcipe* must be brought against ^{must be} the Tenant in Tail in Possession, and he to ^{brought.} vouch the Common Vouchee. But if your Recovery be intended with a double Voucher, you must either by Fine, Feoffment, Bargain and Sale inrolled, or Lease and Release, make him (you intend to be) Tenant at the time of the Writ of Entry brought; [For every Writ of Entry must always be brought against him that must be a Perfect Tenant of the Freehold of the Land demanded at the Return of the Writ, 18 R. 2. and *Dyer* fo. 252.] because the Estate of the

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Tenant in Tail (who is the first Vouchee) is barr'd, in respect of the supposed Recompence adjudged over against the Common Vouchee: For in strict Law the Recompence adjudged over is to go in Succession of the Estate, as the Land lost should have done, and then it were not Reason to allow the Heir liberty to keep the Land, and also to have a recompence in Value; therefore he loseth the Land, and is to trust to the Recompence, *Dyer* 252. 1 *Co.* 42. 3 *Co.* 6. But yet in this feigned Recovery the Recompence is but imaginary, and no such thing really in the case.

Note also, That if a Tenant have but an Estate for Life, or be Tenant in Dower, or by the Courtesie of *England*, it is requisite for the strengthening of a Recovery, and saving his Estate, that he make a Conditional Surrender of his Estate to him in the Reversion or Remainder, to the end he may be a present Tenant of the Inheritance, and then to bring the Writ of *Entry* against him; and after that Recovery is executed, the particular Tenant for breach of the Condition, may enter and enjoy his Term notwithstanding such Surrender.

See after for the Form of the Surrender.

How

How Recoveries are Sued out.

These *Recoveries* are also Sued out either in Person in Court of Common-Pleas, or else by *Dedimus* for Warrants of Attorney.

If it be a single Voucher, and the Tenant appears in Court, the usual way is thus:

First, To draw a *Præcipe* in Court-hand in Paper, and write the Appearance in the Margent, after the manner following:

Cooke,

Tenens in pp? person hoc ad Warr Johem Wheeler.	}	Southton H. Præcipe A. B. qd iuste (&c.) reddat C. D. und messuagium & viginti ac. passur ad p. in S. que claud, &c.
--	---	--

Then deliver it to one of the Serjeants at the Bar, who with others there will count upon it, and set his Name to it: Also the Prothonotary will mark it (*Ad Barr*); then you may carry it to the Curfitor of the County, and bespeak a Writ of *Entry* upon it.

Next, You must get your Writ of *Entry* compounded at the *Alienation-Office*, and then the Attorney-Generals Hand to it, for which you pay 10 s.

This you may do before Sealing or after.

After it is Sealed, you must open and return it thus:

Y 4

At

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At the top under the Attorney General's Hand write,

	{	Jobes Doe,
Pleg' de p ^{ro} s		Ricus Roe,
	{	Jobes Den,
Sum		Ricus Fen,

N. B. Ni Die.

Then you carry it to Mr. *Mil*'s Office to be entered, &c. You may also then make out your Writ of Seisin, and carry them together: In the mean time prepare for your Entry on the Roll, and for your Exemplification.

After you have your Writs of Entry and Seisin returned, and your proceedings entered on the Roll; Then you carry them to the Prothonotary in whose Office you enter, and there you must enter your Precipe, on the Remembrance Roll of the Term, with Teste of the Original, Kings year, and Sheriffs name, and then docket it on the Docket of that Term. Then carry all into the Prothonotary to be examined, who will mark your Exemplification, and give it you back, but keeps all the rest, and the Exemplification you must get sealed for the partys use.

If the Recovery is with double or treble Voucher, and the Tenant appear at Bar with Summons for the Vouchee; the Count and Summons is first written on a piece of Parchment

ment as broad as a Roll, in great Exemplifying Hand after this manner:

Paſ. 9 Willielmi tercij Regis.

Cooke.

Wile II. **A.** B. in propri person sua pee
 meluagid und gerdinum (&c. naming the
 parcels) in E. ut jus & Hereditatem suam
 & in que idem C. non het ingrid nisi poss
 disseinam quam Hugo Hunt inde injuste &
 sine Iudicio fecit prefat A. infra triginta
 annos, &c. Et unde dic qd ipd fuit seie
 de Centis ptes cum pertid in Dined suo
 ut de feodo & jure tempore pacis tempore
 Dni Regis nunc capient inde exple ad
 Valenciam, &c. Et in que, &c. Et inde
 produc sextam, &c.

Et ptes C. in propri person vend &
 Defend jus suum quando, &c. Et
 Doe inde ad Warri f. G. Sed sum in Com
 ptes heat en hic in Cro Allene Dni per
 auxilio Cur, &c. Idem dies dac est partib
 ptes hic, &c. (then immediately after in
 small Hand.) Et super hoc ptes C. po lo suo
 H. J. & L. M. conjunctim & divisim ver
 sus prefat A. B. de predicto placito ad
 lucrando vel perbendo, &c.

There must be
 5 returns in
 clusive betwixt
 the Writ of
 Entry, and the
 Writ of Sum
 mons.

This Parchment is delivered at the Bar
 to the Serjeants who make their Count, and
 then the Appearance is marked on it as before.

Then bespeak a *Dedimus*, to take War
 rants of Attorney for the Vouchee, which
 being returned back with the *Caption*, an
 nex

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nex them to your former Parchment Summons, and pass it at the Bar, and mark it with the Prothonotary as before; Then tis time to bespeak your Writ of Entry, and compound it, and get it sign'd and retord as is before observed, and to prepare the Writs of Summons, Seisin, Entries on the Roll, and Exemplification, &c.

Note, There is great variety in Suing out the Writ of Entry, *Dedimus*, Warrants of Attorney, Summons and Seisin, and of the Entries on the Roll, and the Exemplifications thereupon, which is the business of the Attorneys of the Court of *Common-Pleas*, and are also in some measure set down, in Books particular for that intent, as *Compleat Sollicitor, Browns Fines and Recoveries* and the like; Therefore I shall not here insist upon them, but pass to our Presidents of Deeds between parties, for the suffering of Recoveries, and declaring their Uses, &c.

The Form of a Surrender or Lease by Tenant for Life, to make a Tenant to the Præcipe for a Common Recovery.

Recital.

This Indenture made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part; Witnesseth, That whereas the said A. B. doth hold for the Term of his Life, one Messuage, &c. in D. in the County of E. the immediate Reversion or Remainder, whereof doth belong to the said C. D. and his Heirs, or to the Heirs of his Body lawfully begotten for ever. Now the

the said A. B. for perfecting of some Assurances shortly to be made of the same Messuage (&c.) by way of Common Recovery, hath Granted and Surrendred, and by these Presents doth Grant and Surrender unto the said C. D. and his Heirs, upon the Condition herein after mentioned, All that the said Messuage (&c.) and all the Estate, Right, Title and Interest of the said A. B. therein :

Surrender.

Parcels.

Condition.

For payment.

Re-entry.

To have and to hold to the said C. D. and his Heirs, upon Condition, that if the said C. D. do not pay, or cause to be paid to the said A. B. the Sum of (&c.) of lawful English Money, upon the first day of (&c.) next ensuing after the date hereof; That then, and from thenceforth this present Grant and Surrender, shall be utterly void and of none effect. And that then, also it shall and may be lawful, to, and for the said A. B. into the said Messuage (&c.) to Re-enter, and the same to have again, repossess and enjoy as in his former Estate and Right, any thing in these Presents to the contrary, in any wise notwithstanding. In Witness, &c.

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*A Lease and Release, to make one Tenant to the
Præcipe in a Recovery, and lead the Use thereof.*

*A Lease for a year, by way of Bargain and
Sale, according to the Statute.*

This Indenture made, &c. Between
A. B. of, &c. of one part, and C. D. of,
(&c.) of the other part; Witnesseeth, That
Considerations. the said A. B. for, and in Consideration of
the Sum of five shillings, of lawful Money
of England to him in hand paid by the said
Bargain. C. D. at, or before the Ensealing and Deli-
very of these Presents, the Receipt whereof
Parcels. is hereby acknowledged, Hath bargained
and sold, and by these Presents doth Bargain
and Sell unto the said C. D. all (&c.) To
Habendum. have and to hold the said (&c.) with the
Appurtenances hereby bargained and sold,
or mentioned, or intended to be hereby
bargained and sold unto the said C. D. his
Executors, Administrators and Assigns, from
the day next before the day of the date of
these Presents, for, during, and unto the full
end and Term of one whole year from
thence next ensuing, and fully to be com-
plete and ended; To the intent and pur-
pose, that the said C. D. may be the better
enabled to receive, and take a Grant or Re-
lease of the Premises hereby bargained
and sold, or mentioned, or intended to be
hereby bargained and sold to him and his
Assigns, for, and during the natural Life of the
said A. B. in such sort, manner and form, as
in and by one Indenture intended to bear
date,

The intent.

date, the day next after the day of the date of these Presents, the same shall be granted releas'd and convey'd. In Witness, &c.

The Release.

This Indenture *Tripartite* made (&c.) *Tripartite.*
 Between A. B. of the first part, C. D. of the second part, and E. F. of, &c. of the third part: Witnesseth, That the said A. B. for and in Consideration of the Sum of (&c.) *Considerations.*
 of lawful Money of *England*, to him in hand paid by the said C. D. at, or before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged: Hath given, granted, releas'd and *Release.*
 confirmed, And by these Presents doth give, grant, release and confirm unto the said C. D. all (&c.) late in the Tenure or Occupation of the said A. B. (but now all being in the actual Possession of the said C. D. by force of an Indenture of Bargain and Sale thereof made, bearing date the day before the date of these Presents, and of the Statute for transferring of *Uſes* into Possession:) *Parcels.*
 To have and to hold all, and singular the said (&c.) and all, and every the Premises, *Habendum.*
 with the Appurtenances hereby given, granted, releas'd and confirmed, or mentioned, or intended to be hereby given, granted, releas'd and confirmed unto the said C. D. and his Assigns, for, and during the natural Life of the said A. B. To the intent and purpose, *The intent.*
 that the said C. D. shall, and may be perfect Tenant of the Freehold, of all the said
 Lands

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Lands and Premisses, until one or more good and perfect Recovery or Recoveries, may be had against him the said C. D. of the same Lands and Premisses. And it is covenanted, concluded and agreed by, and between, all the said parties to these Presents, That it shall and may be lawful, to, and for the said E. F. before the last day of *Trinity Term* next ensuing the date of these Presents, to prosecute out of the high Court of *Chancery*, one or more Writ or Writs of Entry, *Sur disseisin en le poſt*, against the said C. D. returnable in the Court of *Common-Pleas* at *Westminster*, whereby the said E. F. shall and may respectively demand against the said C. D. all and singular the aforementioned Premisses, with the Appurtenances by such Name or Names, Quantity or Quantities, Quality or Qualities, Number or Numbers or Content of Acres, as shall be thought fit and requisite, unto which said Writ or Writs, the said C. D. shall appear in proper person, and shall Vouch to Warranty the said A. B. who shall appear gratis upon the Voucher, and shall enter into Warranty, and shall Vouch over to Warranty the Common Vouchee, and the Common Vouchee shall appear and imparl, and afterwards make default, whereby one or more Recovery or Recoveries, Judgment or Judgments, may be had and given for the said E. F. for Recovery of the said Manor, Lands, Tenements, Hereditament and Premisses as aforesaid, against the said C. D. and for the said C. D. to recover, over in value against the said A. B. and for the said A. B. to Recover over

Writ of Entry.

Voucher.

Recovery.

over in value against the Common Vouchee, according to the manner and form of Common Recoveries in such cases used. And it is further covenanted, granted, concluded, ^{The use,} agreed and declared, by, and between all and every the said Parties to these Presents, and the true intent and meaning of the parties to these Presents is, That from, and immediately after the said Common Recovery or Recoveries shall be had, prosecuted and suffered as aforesaid, of the said Premises, The said Recovery or Recoveries shall be and enure, and shall be construed, esteemed, adjudged, and taken to be and enure, and hereby declared to have been intended to be and enure, That the said E. F. and all, and every other person and persons, which shall be seized of the Premises or any part thereof, by force or virtue of the said Common Recovery or Recoveries, shall stand seized thereof, and of every part and parcel thereof, with their and every of their Appurtenances, to the only use and behoof of the said A. B. his Heirs and Assigns, and to no other use, intent or purpose whatsoever. In Witness, &c

For Suffering a Recovery with single Voucher.

This Indenture, &c. Between A. B. on the one part, and C. D. of the other part. Witnesseth, That it is covenanted, concluded and agreed, by, and between the said parties to these Presents, for them and their Heirs, That before the end of the Term of *St. Hilary*, next ensuing the date hereof, there

Covenant.

The Art of Conbepancing.

Parcels.

Recovery.

there shall be at the only cost and charges of the said C. D. one Recovery with single Voucher, in the nature of Common Recoveries for Lands, Tenements and Hereditaments, in such Cases used and accustomed, had and executed in his Majesties Court of *Common-Pleas* usually holden at *Westminster*, of all that Manor (&c.) against the said A. B. Tenant of the said Manor and Premisses with the Appurtenances, who therein shall Vouch to Warranty the Common Vouchee, who thereupon shall appear gratis, and enter into the Warranty, and afterwards make default, To the end, that one perfect Recovery shall and may be of the said Manor, Messuages and Lands with the Appurtenances had, and prosecuted in all things according to the usual order, and form of Common Recoveries for assurance of Lands, Tenements and Hereditaments in such cases used and accustomed. In Witness, &c.

Another more at large.

Covenant.

Writ.

This Indenture, &c. Between A. B. of the one part, and C. D. of the other part Witnesseth, That it is covenanted, concluded and agreed by, and between the said parties to these Presents, that the said C. D. shall before the Feast of (&c.) purchase and sue forth against him the said A. B. at the proper cost and charges of the said C. D. one original Writ of Entry, *Sur disseisin en le poft*, returnable before his Majesties Justices of the Court of *Common-Pleas* at *Westminster*; and

and shall thereby demand against the said A. B. all that the Messuage, Lands (&c.) by *Parcels* such Name or Names, quantities and numbers of Acres, as the said C. D. or his Counsel shall advise or require. Unto which said Writ to be purchased, the said A. B. shall appear *gratis*, and shall vouch to Warranty the Common Vouchee, who shall likewise appear *gratis*, and enter into the Warranty, and imparl and make default, that thereupon Judgment may be given, That the said C. D. shall recover the said Messuage, Lands and Premises, with the appurtenances, against the said A. B. and that the said A. B. shall recover in Value against the Common Vouchee, so that a perfect Recovery may be thereupon had: And that the said parties to these Presents, and the said Common Vouchee, shall at the Cost and Charges in the Law of the said C. D. make, do suffer and execute all and every matter and thing, matters and things whatsoever, meet, necessary and expedient for the prosecution of the said Recovery, according to the course of Common Recoveries with single Voucher. *Recovery.*
In Witness (&c.)

To make a Tenant to a Præcipe by Bargain and Sale.

THIS Indenture (&c.) Between A. B. of the one part and C. D. of the other part, Witnesseth, That the said A. B. for and in Consideration of 5 s. of lawful Money of *England* to him in hand paid, before the enfealing and delivery hereof by the said
Z C.D. *Consideration.*

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Purpose.

Sale:

Parcels.
Habend.

C.D. the Receipt whereof the said A.B. doth acknowledge; and to the end and purpose that the said C. D. may be made a perfect Tenant to a *Præcipe*, against whom a Common Recovery may be had of the Manor and Lands hereafter mentioned; Hath granted, bargained and sold, and by these Presents doth, for him and his Heirs, grant bargain and sell unto the said C. D. and his Heirs, all that the said Manor (&c.) To have and to hold the said Manor, Lands and Premises, and every part or parcel thereof, unto him the said C. D. his Heirs and Assigns for ever; to the only use and behoof of the said C. D. his Heirs and Assigns for evermore. In Witness(&c.)

Another, Reciting a former Bargain and Sale.

Tripartite.

Recital.

This Indenture (&c.) Between A. B. of the one part, C. D. of the second part, and E. F. on the third part. Whereas the said A. B. hath by his Indenture of Bargain and Sale, bearing Date (&c.) last past before the Date hereof, for the Consideration therein expressed, granted, bargained and sold unto the said C. D. and his Heirs, all that the Manor (&c.) [reciting to the end of the *Habend.*] which said Bargain and Sale was made to him the said C. D. and his Heirs, To and for the only use, intent and purpose, that the said C. D. should be sole Tenant of the Premises to a *Præcipe*, against whom the Recovery hereafter mentioned might be had in manner and form following.

Now

Now witnesseth this present Indenture, and it is covenanted, concluded and agreed by and between all the said parties to these Presents, for themselves respectively and their Heirs. That before the end of the Term of *St. Hilary* next ensuing the Date hereof, there shall be at the only Cost and Charges of the said E. F. one Recovery in the nature of a Common Recovery for Lands, Tenements and Hereditaments in such cases used and accustomed, had and executed of the said Manors (&c.) in His Majesties Court of Common Pleas at *Westminster*, by and in the Name of said the E. F. Demandant, against C. D. Tenant of the said Manor (&c.) with the appurtenances, who shall vouch to warranty the said A. B. who being vouched shall appear *gratis*, and vouch to warranty the Common Vouchee, who shall appear *gratis*, and shall enter into the warranty, and afterwards make default, to the end that a perfect Common Recovery shall and may be of the said Manor, Messuages and Lands, with the appurtenances, had and prosecuted in all things, according to the usual order and form of Common Recoveries, for assurance of Lands, Tenements and Hereditaments, in such cases used and accustomed, in witness (&c.)

Covenant.

Parcells.

Recovery.

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To suffer a Recovery in a Court Baron, by
Plaint, &c.

Covenant.

Plaint.

Parcels.

Court Roll.

Form of the
Recovery.

This Indenture made (&c.) Between
A. B. on the one part, and C. D. on the
other part; Witnesseth, That it is covenanted,
granted, concluded and agreed by and be-
tween the said parties to these Presents, That
the said A. B. before the (&c.) next ensuing
the Date hereof, shall permit and suffer the
said C. D. to affirm and pursue against the
said A. B. in the Court Baron of the Manor
of R. in the County of N. one Plaint, in
the Nature of a Writ of *Entry, sur Disseisin
en le Poft*, of all and singular that his Mes-
suage and 40 Acres of Meadow, with the
appurtenances adjoining thereunto, abut-
ting (&c.) situate, lying and being within
the said Manor of R. which said Messuage
the said A. B. late had, in Remainder of the
Surrender of C. B. his Father, by the
Name of (&c. as in the Copy of Court-Roll)
as by the Court-Roll of the General Court
of the said Manor, holden at R. on the
20th day of (&c.) last past, before the Date
hereof, amongst other things, more fully it
doth and may appear: And that the said
Plaint shall be affirmed, entred and pursued
of all and every the Premises, with the ap-
purtenances in R. within the Jurisdiction of
the Court of the said Manor of R. To
and upon which Plaint, to be affirmed and
entred as aforesaid, he the said A. B. shall
appear in his own person, or by his Attor-
ney lawfully authorized in that behalf, and
shall

shall make his defence thereunto according to Law, and vouch to warranty, of and for the Premises, one T. W. who shall appear and enter into the Warranty, and after make default, according to the manner and form of Common Recoveries in Writs of *Entry, sur Disseisin en le Poſt*, whereby the said C.D. shall have Judgment to recover the said Judgment, Messuage and 40 Acres of Meadow, and other the Premises, against the said A.B. and the said A.B. to recover over in Value against the said T. W. according to the manner and form of Common Recoveries for Lands and Tenements; which said Recovery the said A.B. shall suffer to be executed by Precept or Warrant out of the said Court, in the nature of a VVrit of *Habere fac' seisinam*, according to the order or manner of the Common Law. And it is further covenanted, granted, concluded and agreed by and between the said Parties, That the said Recovery, and the Estate of the Premises, to be had, obtained and recovered thereby, or by reason thereof, shall be to the use of the said C. D. his Heirs and Assigns for ever, according to the Custom of the said Manor, and to no other use, intent or purpose whatsoever. In witness, (3cc.)

Seisin.

Use.

*By Writ of Right Patent in London, to
strengthen a Lease, where the Land is
Entailed.*

This Indenture Tripartite (&c.) made between R.F. of, &c. and F.H. of, &c. on the one parr, and W.R. and M.B. of, &c.

Tripartite.

Z 3

on

Recital of the
Lease.

Covenant.

Condition.

Remainder.

Intent.

on the second part, and N.R. of, &c. on the third part. Whereas the said R. F. and F.H. by their Indenture of Lease dated (&c.) [reciting the Lease to the end of the *Reddend.*] as by the said Indenture of Lease, made between the said R. F. on the one part, and the said N. R. on the other part, amongst divers other Covenants therein contained, now plainly and at large it doth and may appear; It is now fully covenanted, granted, concluded, conditioned, condescended and agreed between the said parties to these Presents in manner and form following; (That is to say,) The aforesaid R. F. doth by these Presents surrender to the said F. H. his Estate in the said Messuage and Premises, upon Condition, that the same within two Months next after the Date hereof, be lawfully assured to the said R. for the Term of his life, without impeachment of Waste, with the Remainder thereof, according to the tenor here-under limited. And the said F. H. doth covenant, promise and grant, for him, his Heirs, Executors and Administrators, to and with the said W. R. M.B. and N. R. and every of them, their Heirs, Executors and Administrators, and the Heirs, Executors and Administrators of every of them by these Presents, That for the better Assurance of the said N. R. his Executors and Assigns, of, in and to the said Capital Messuages or Tenements, and other the Premises to him demised, as is aforesaid, for and during the said Term of 40 years; The said F. H. shall permit and suffer the said W. R. and M.B. to pursue and bring the
Kings

Kings Majesties Writ of *Right Patent* out of the Kings Majesties Court of *Chancery*, against the said F. H. to be directed to the Mayor and Sheriffs of the City of *London*; upon which Writ of *Right Patent*, according to the Custom of the said City of *London*, for passing of Common Recoveries with Voucher, the said W. R. and M. B. shall demand against the said F. the Capital Messuage and Tenement, and other the Premises, by the Name of (&c.) with the appurtenances, situate (&c.) Unto which Writ the said F. by himself, or by his sufficient Attorney, shall appear; and upon defence, shall vouch over to Warranty the Common Vouchee, whereupon Recovery, Judgment and Execution may be had, according to the Course and Order of Common Recoveries, with Voucher, used within the said City. And it is by these Presents covenanted, granted, expressed, condescended, declared and agreed between all and every the said parties, that they the said W. R. and M. B. and their Heirs, from and immediately after Judgment and Execution in form aforesaid had, shall stand and be seised of all the said Messuage, with the appurtenances, and every part thereof; and also the said Recovery thereof, shall be to the several uses and intents hereafter in these Presents mentioned, and to none other use or intent; (That is to say,) To the use of the said R. F. during his Natural life, without impeachment of any manner of waste; and after his decease, To the use of the said F. H. and of the Heir Males of his Body lawfully begotten: And

Writ of *Right Patent*, to the Mayor, &c.

Recovery.

Uses.

The Art of Conveyancing;

for default of such Issue, to the use of R. H. Citizen and Mercer of London, and of the Heir Males of his Body lawfully begotten: And for default of such Issue, to the use of H. L. of, (&c.) and of the Heirs of the said H. L. lawfully begotten; and for default of such Issue, to the use of the Right Heirs of the said F. H. for ever, and to none other use, intent or purpose whatsoever. In witness (&c.)

Another, To suffer a Recovery in London, whereby the Land recovered is assured to the Bargainor, in case a Sum of Money (being the Purchase Money) be not paid at a Day.

Tripartite.

Recital.

Covenant.

Right Patent.

To the Mayor.

This Indenture, Tripartite, (&c.) Between R. G. of, &c. on the first part, G. R. &c. on the second part, and N. B. and E. P. on the third part; Witnesseth, That whereas the said R. G. by good and sufficient Conveyance to him heretofore made, by and from the said G. R. is lawfully seised in his Demesne as of Fee, of and in all that Messuage (&c.) and of and in all Shops (&c.) It is now fully covenanted, granted, concluded, consended and agreed, between the said parties to these Presents, in manner and form following; (That is to say,) That the said N. B. and E. P. or the Survivor of them, before the 10th day of A. next ensuing the Date of these Presents, shall pursue and bring the Kings Majesties VVrit of *Right Patent*, out of His Majesties High Court of *Chancery*, against the said R. G. to be directed to the Mayor and Sheriffs of the City of L.

By

By which Writ of Right Patent, the said N. and E. or the Survivor of them in the *Guild-Hall* of L. before the said Mayor and Sheriffs in the Court of Hustings, according to the Custom of the same City, shall demand against the said R. G. the said Messuage or Tenement, or other the Premisses, by the name of (&c.) with the Appurtenances in L. or by such other name or quantity, as the said R. or his Learned Council shall think meet, and that the said R. in his own proper person, shall appear to the said Writ, and after Declaration thereupon made, shall make defence and vouch over to Warranty the said G. R. who shall appear and enter into Warranty, and vouch over the common Vouchee, which common Vouchee shall imparle, and after make default and depart in Contempt of the Court, whereby Judgment shall be given in the said Writ against the said R. G. and Execution thereof shall be had. It is also by these presents fully and expressly witnessed and declared, and also it is covenanted, granted, condescended; expressed and agreed, by, and between all and every the said parties to this present Indenture, That the said Recovery in what manner, form, or by whatsoever name or names the same shall be had and passed, and the Execution thereof, and that the true intent and meaning of the same is, and that all other Recoveries, and all Fines, Feoffments and other Conveyances and Assurances whatsoever, at any time since the first day of this instant Month of N. suffered, levied, executed or made, or

Court of Hustings.

Appearance.

Voucher.

Default.

Judgment.

Use of the Recovery, and of all other Assurances.

to

The Art of Conveyancing.

be hereafter suffered, &c. of the said Messuage, Teneiments or Premisses, or any part thereof, and that the said N. B. and E. P. and the Survivor of them and their Heirs, and all and every other person and persons, which now be, or at any time hereafter shall be seised of the said Messuages (&c.) shall thereof, and of every part thereof, stand and be seised to the Uses and Intents hereafter in these present Indentures mentioned and expressed, and to no other use or intent whatsoever; (that is to say,) To the only use of the said R. G. and of his Heirs and Assigns for ever; So always, and upon Condition, that the said R. G. his Heirs, Executors (&c.) do pay or cause to be paid to the said G. R. the Sum of (&c.) at the said Messuage (&c.)

Uses. Provided always, and it is moreover covenanted, granted and agreed, by, and between the said parties to these presents, That if default be made of, or in payment of the said Sum of (&c.) or any part thereof, contrary to the form abovementioned, that then the said Recovery to be suffered and executed by reason of these presents, and all and singular other the said Recoveries (&c.) shall be, and all persons that now be, or hereafter shall be seised of the said Messuage (&c.) shall from time to time, and at all times after such default had or made, stand and be thereof, and every part thereof seised to the only use of the said G. R. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever: And also the said R. G. doth hereby further covenant, &c. That within three Months after such default as afore-

Conditions of payment.

Proviso, to change the use.

Covenant to redeliver Writings.

aforesaid, made of, and in payment of the said Sum of, &c. contrary to the meaning of these presents, he the said R. his Heirs or Assigns, shall at the Messuage aforesaid, well and safely redeliver, or cause to be redelivered to the said G. his Heirs or Assigns, all such Deeds, Evidences or Writings, as the said G. or his Heirs, or any of them hath now made or delivered, or hereafter in the meantime shall make or deliver to the said R. G. or his Heirs, concerning the Premises, or any part thereof. In Witness, &c.

*Another by Tenant for Life and he in Reversion,
to suffer a Recovery in London.*

THIS Indenture, &c. Between A.B. and ^{Recital.} E. his VVife, and C.D. on the one part, and G. H. on the other part; VVhereas the said A.B. and E. his VVife, in Right of the said E. do now hold, and are lawfully Intituled, to hold and enjoy, for and during the natural Life of the said E. one Messuage (&c.) The Reversion of which said Messuage with the Appurtenances, from and after the Decease of the said E. doth lawfully belong unto the said C.D. and the Heirs of his Body: Now VVit-
^{Covenant.} neth these presents, That it is covenanted, granted, concluded and agreed, by, and between the said parties for themselves, and their Heirs, that the said A. B. and E. his Wife, and the said C. D. shall before the Feast of, &c. now next coming, permit and suffer the said G. H. in and by a VVrit of Right Patent, according to the Custom

Custom.

Recovery.

The Art of Conveyancing.

Custom of the City of London, in due form of Law, with single or double Voucher or Vouchers, to recover against them the said A. B. and E. his VVife, and the said C. D. the said Messuage or Tenement, and all other the Premises with the Appurtenances, in such manner and form, as by the Counsel Learned in the Law of the said G. H. shall be reasonably devised or advised. In VVitness, &c.

Another, with double Voucher to Levy a Fine, for making Tenants, &c.

Tripartite.

Covenant.

This Indenture (&c.) Between A. B. and E. his VVife of the first part, C. D. and E. F. of the second part, and G. H. on the third part. Witneseth, That it is mutually and respectively covenanted and concluded by and between the said parties to these presents: And the said A. B. doth for himself, his Heirs, Executors and Administrators, and for the said E. his Wife, covenant and agree, to, and with the said G. H. his Heirs, Executors and Administrators by these presents, That he the said A. B. and E. his Wife, shall and will on this side and before the Feast of (&c.) now next ensuing, levy and acknowledge in due form of Law on Fine, *Sur cognizance de droit come ceo que ils ont de leur done, &c.* with Proclamations to be had and made, according to the common courle of Fines in such Cases used, and the Statute in that behalf made and provided, before the Justices of his Majesties Court of Common-Pleas at Westminster, to the said

said C. D. and E. F. and their Heirs, of all that the Manor of L. in the County of D. ^{Parcels.} and of all Messuages, Lands, Tenements and Hereditaments whatsoever, which are, or are reputed part or parcel of the said Manor, or belonging or appertaining thereunto, by such Name or Names, Quantities, Qualities, Contents and numbers of Acres, and in such manner and form as by the said G. H. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; which said Fine so or in any other manner to be levied and acknowledged between the said parties, shall be, and shall be construed, reputed and taken to be, to and for the use of the said G. ^{Use and intent.} D. and E. F. and their Heirs, To the only end, intent and purpose, that the said C. D. and E. F. shall and may stand and be full, and perfect Tenants of the Freehold of the said Manor, Messuages, Lands and Premises and every part thereof, whereof the said Fine is agreed to be levied as aforesaid, until a perfect common Recovery shall and ^{For executing a Recovery.} may be lawfully had and executed of the said Manors, Messuages, Lands and Premises, against the said C. D. and E. F. and their Heirs, according to the true intent and meaning of these presents, and the parties thereunto. In Witness, &c.

Another,

Another, to make a Tenant by Fine.

Agreement.

To levy a Fine.

And for the better and further assuring and conveying of all, and singular the Premises unto the said H. R. and his Heirs, for the same intent and purpose; It is concluded and agreed by, and between all the said parties to these Presents, That the said Sir N. L. shall and will before the end of *Trinity* Term next ensuing the date hereof, acknowledge and levy before his Majesties Justices of the Court of *Common-Pleas* at *Westminster*, one or more Fine or Fines, *Surconuzans* (&c.) to be ingrossed, recorded and sued forth with Proclamations, according to the Statute in that case made and provided, and the usual course of Fines; with Proclamations in such cases used and accustomed unto the said H. R. and his Heirs, of all and singular the Premises, whatsoever hereby granted, by such names, both of Parties and Premises, Quantities, Qualities, Contents and numbers of Messuages and Acres; and other the Premises, as shall be apt and convenient in that behalf; which said Fine or Fines, and all and every Fine and Fines, had levyed and acknowledged, or to be had levyed or acknowledged of the Premises, or any part thereof, by the said Sir N. L. at any time after the day of the date of these presents, shall enure and be, and shall be construed, expounded, adjudged, deemed and taken to enure, and be, To the use and behoof of the said H. R. and his Heirs, To the intent to Corroborate, Strengthen and Confirm the Estate

The use.

Estate hereby made and granted, or intended to be made and granted to the said H.R. and to make him lawful Tenant of the Freehold, and Inheritance of all and singular the Premises, so that one or more good and perfect common Recovery or Recoveries may be had against him for the same. And for that purpose it is further concluded and agreed, by, and between all the said parties to these presents, That after the said Fine or Fines levied as aforesaid, and before the end of the said *Trinity* Term next ensuing, the date hereof, several good and perfect Common Recoveries in the nature of Common Recoveries, for assurance of Lands, shall be had, executed and perfected, of and for all and singular the Premises in the said several Counties respectively, at the proper costs and charges in the Law of the said Sir N.L. And for that end and purpose, one or more Writ or Writs of Entry, *Sur Disseisin en le poſt* shall be brought in the name of the said B.H. as Plaintiff or Demandant therein, against the said H. R. as Tenant of, and for all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances; By such Names, Quantities, Qualities, Contents and Numbers of Messuages and Acres and other Certainties, as shall be apt and convenient: To which several Writs the said H.R. shall appear gratis in his proper person. And shall, and will vouch to warrant the Premises, the said Sir N.L. who shall vouch the Common Vouchee; and such farther proceedings shall be had therein, that

To make a
Tenant, &c.

For executing
Recoveries.

Writ of Entry.

Parcels.

Names.

Voucher.

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that several good and perfect Common Recoveries with double Voucher, may be had prosecuted and executed in and upon the said several Writs of Entry, in all things according to the usual order and form of Common Recoveries, with double Voucher for assurances of Lands in such cases used: And it is further covenanted, concluded, declared and fully agreed, by, and between all the said parties to these Presents, for them and their Heirs, And it is their true intent and meaning, That from and immediately after such time, as the said several Common Recoveries shall be had, executed and perfected of the Premises as aforesaid, the said Fine or Fines herein before covenanted to be levied, and the Execution thereof, and, the said several Common Recoveries and the Execution thereof, and these Presents and the Grant, Bargain and Sale herein contained, and every of them shall enure and be, and shall be construed, expounded, adjudged, deemed and taken to enure and to be; And the said B. H. and his Heirs, and all and every other person and persons, which at any time then after shall be, or stand seized of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be granted, or of any of them, by force and virtue of the said several Common Recoveries, or of the said Fine or Fines, or of these Presents, or of any of them, shall so stand and be seized thereof, and of every part and parcel thereof respectively, To the only proper use and behoof of the said Sir N. L. his Heirs

Further use.

Heirs and Assigns for ever; and to or for
 none other use, intent or purpose whatso-
 ever. In witness, &c.

*Of Lands in Ancient Demesne with double Vou-
 chers, the Tenant to the Præcipe being made
 by Fine.*

This Indenture (&c.) Between A. B. Tripartite
 of, &c. of the first part, and C. D. of,
 &c. of the second part, and E. F. of, &c.
 on the third part: Whereas the said A. B. is Recital:
 the day of the Date of these Presents law-
 fully seised of an Estate of Inheritance to
 him and the heirs Males of his Body, of and
 in divers Messuages, Lands, Tenements and
 Hereditaments within the Liberty of N. at
 O. in the County of D. hereafter in these
 Presents particularly mentioned. Now Wit-
 nesseth these Presents, That the said A. B.
 for divers Causes and Considerations him
 thereunto especially moving, and for the
 settling (&c.) Doth for himself and his Heirs, Covenant,
 covenant, grant and agree to and with the
 said C. D. his Heirs, Executors and Admini-
 strators by these Presents, That he the said
 A. B. at his own proper Cost and Charges,
 shall and will in due form of Law, before
 the Feast of, &c. next ensuing the Date of
 these Presents, acknowledge and levy one
 Fine in the Court of Ancient Demesne, To levy a
 within the said Liberty of N. at O. accord-
 ing to the course and common Usage for
 levying of Fines for Lands and Heredita-
 ments within the said Liberty, unto the said
 C. D. of all those Messuages, Lands (&c.)

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The Art of Conveyancing.

To make a
Tenant.

And to pur-
chase Writ
of Right.

For a Common
Recovery in
the Court of
the Liberty.

by the Names of (&c.) in N. at O. afore-
said, or by such other Name or Names as
shall be thought meet and convenient ;
which said Fine, so or in any other manner
to be levied and acknowledged of the Pre-
misses between the said parties, shall be, and
shall be construed and taken to be , to and
for the use of the said C. D. and his Heirs ;
To the intent and purpose, that the said
C.D. may stand and be full and perfect Te-
nant of the said Messuages, Lands and Pre-
misses, and every part thereof; whereof the
said Fine is agreed to be levied as aforesaid,
until a perfect Common Recovery shall and
may be lawfully had and executed , of the
Messuages, Lands and Premisses, against
the said C. D. and his Heirs, according to
the true intent and meaning of these Pre-
sents, and of the Parties thereunto. And it
is covenanted , granted , concluded and
agreed by and between all the Parties to
these Presents, That he the said E.F. at his
own proper Cost and Charge, shall and will
before the Feast of (&c.) now next ensuing
the Date hereof, purchase or cause to be
purchased, one or more Writ or Writs of
Right Close, directed to the Judges, Bayliffs,
or others, that have power to hold Plea in
Suits Real, arising within the said Liberty,
and shall prosecute the said Writ or Writs,
in the Nature of His Majesties Writ or Writs
of *Entry, sur Disseisin en le Poss*, at the Com-
mon Law, after the manner and course of
Common Recoveries there used and ac-
customed, against the said C. D. and shall
thereby demand against the said C. D. the
said

said Messuages, Lands, Hereditaments and Premises, with their appurtenances, by such names and quantities of Acres, as in the said Fine shall be expressed, or by any other name ^{The Form]} or names, and quantities of Acres, as shall be thought fit, seicuate and being within the said Liberty of N. at O. Unto which Writ or Writs the said C. D. shall appear, and shall vouch to Warranty the said A. B. and he said A. B. shall also appear upon the said Voucher in the said Court, and shall vouch to Warranty the Common Vouchee, who shall appear and imparl, and afterwards make default, whereby a perfect Judgment ^{Default;} may be had and given for the said Demandant in the said Writ, against the said C. D. ^{Judgment;} for the Recovery of the said Messuages, Lands and Premises, and that he the said C. D. shall recover over in Value against the said A. B. and that the said A. B. shall recover over in Value against the said Common Vouchee, after and according to the course of Common Recoveries in such Cases used in the Court of the said Liberty of N. at O. aforesaid. In witness (&c.)

Aliter, For the Appearance of the Tenant.

—Unto which Writ or Writs the said C. D. shall appear in his proper person, or by his Attorney or Attorneys, lawfully and sufficiently authorized, and shall vouch to Warranty the said A. B. and that the said A. B. shall appear upon the said Voucher in the said Court in his proper Person, or by his Attorney or Attorneys lawfully authorized

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in that behalf, and shall vouch to Warranty the Common Vouchee, who shall appear and imparl, and afterwards make default, &c. (as before.)

By Tenant in Tail, for suffering a Recovery to make a Fee-simple.

Parties.

Seised in Fee-Tail.

Intention to clear his Title. &c.

To make a Fee-simple.

This Indenture (&c.) Between H. B. of, &c. Gent. on the one part, and F. E. of, &c. G. H. I. K. and L. M. on the other part, Witnesseth, That the said H. B. is and standeth seised of an Estate of Inheritance in Fee-tail General, (*viz.*) to him, and to the Heirs Males of his Body lawfully begotten, with divers Remainders over, of and in divers Manors, Messuages, Lands, Tenements and Hereditaments, with the appurtenances, &c. lying and being in the several Counties of B. and C. and hereafter more particularly named. And whereas the said H. B. is intended to clear his said Manors, Lands, Tenements, and the Estate and Title thereof, from all former Estates and Uses, and Limitations of Uses and Estates, and Uses in Tail, which have been thereof formerly made; To the intent and purpose that the said Manors, Messuages, Lands and Tenements may be established unto the said H. B. and his Heirs for ever. And that the said H. B. may have a good and absolute Estate in Fee-simple of and in the same, and also full power and ability of all the said Manors, Lands, Tenements and Hereditaments in these Presents specified, to make Estates and to limit Uses thereof,

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as it shall seem good unto him. Now therefore the said H. B. for the more full and better performance of his intended purpose, for himself, his Heirs, (&c.) and every of them, doth covenant, grant, conclude, condescend and fully agree, to and with the said F. E. and G. H. their Executors (&c.) and to and with every of them by these Presents, That he the said H. B. shall and will on this side, or before the Feast of (&c.) next coming, by his sufficient Deed or Indenture inrolled on Record, or other his Deed of Feoffment in Writing, under his Hand and Seal, by him the said H. B. in his own person, lawfully and perfectly to be executed; Give, grant, convey and assure unto them the said F. E. and G. H. and their Heirs, and the Survivor of them and his Heirs, all and singular those his Manors, Lands, Tenements, Rents, Reversions, Services and Hereditaments, with all and singular their appurtenances, lying and being in (&c.) and the Reversion and Reversions, Remainder and Remainders of the same; To the intent and purpose only, that they the said F. E. and G. H. and their Heirs and the Survivor of them, may become perfect Tenant or Tenants of the Freehold of the Premises, so as lawful Recoveries with double Vouchers may be had by the said J. K. and L. M. or by the Survivor or Survivors of them, against them the said F. E. and G. H. and their Heirs, or the Survivor of them and his Heirs, to, for and according to the Uses, Interests, Limitations, Provisoes and Agreements, hereafter in these Presents limited, expressed, declared or intended.

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ended.

Covenant to
assure Lands
by a Day.

Feoffment.

The Parcels.

To make
Tenants.

The Uses to
Trustees,

Until a Re-
covery,

Afterwards.

tended. And for the better and more perfect Declaration of the Use and Uses, intent purpose and meaning, as well of the making of the said Deed of Feoffment, and the Execution thereof; as also of the acknowledgings and sufferings of such said Recoveries, so thereof covenanted, mentioned, or intended to be had and acknowledged as aforesaid. It is further covenanted, granted and fully agreed by and between all the said parties to these Presents, for them and every of them, and for their and every of their Heirs, That the said Deed of Feoffment, and the Assurances thereof before covenanted to be had and made of the Premises unto them the said F. E. and G. H. and their Heirs, and the Survivor of them and his Heirs, shall be to the use of the said F. E. and G. H. and their Heirs, for and during and until such time as they the said J. K. and L. M. and their Heirs, or the Survivors of them and his Heirs, shall and may without any fraud or covin, according to the ordinary Course of Common Recoveries, have recovered the same Premises against the said F. E. and G. H. or their Heirs, according to the true meaning of these Presents. And further, It is fully agreed by all the said parties to these Presents, That after such Recoveries had, as is aforesaid, as well the said Feoffment and other Assurances, as also all such Recovery and Recoveries, so to be had or suffered, of and upon the said Manors, Messuages, Lands, Tenements and Hereditaments, and other the Premises, or any part or parcel thereof, according to the true

true meaning of these Presents, by and immediately after the suffering of the same, shall be, and shall be adjudged, construed and taken to be. And also, that they the said J.K. and L.M. and their Heirs, and the Survivors of them and his Heirs, shall stand and be seised, of, for and touching all and singular the said Manors and Lordships and other the aforesaid Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments, and all other the Premises with all and singular their appurtenances, and every part and parcel thereof, whereof such said Recovery or Recoveries shall be suffered, to and for the only use and behoof of the said H.B. party to these Presents and his Heirs for ever, and to no other use, intent or purpose whatsoever, any Use, limitation of Use, or other Conveyance or Assurance thereof formerly made, in any wise notwithstanding. And lastly, It is concluded and agreed between the said parties, and the said H.B. for him and his Heirs, doth covenant and agree to and with the said F.E. and G.H. by these Presents, That if the said Deed of Feoffment shall not, or be not perfectly made and executed in part or in all, before the said Feast of (&c.) next coming, That then, and from and after the said Feast-day, the said H. B. and his Heirs, and all other person and persons that now are, or before the said Feast-day shall be seised of the said Manors, Messuages, Lands, Tenements, and other the Premises, or any part thereof, for and in Consideration of the Advancement of the Blood of Issues of the said H. B. as

To the Feoffor.

The Uses, in case the Feoffment be not executed.

To stand seised,

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well

Till such Recovery had, &c.

well Sons as Daughters, and for the intent perfect Recoveries may thereof, and of every part thereof, be suffered and had against the said F. E. and G. H. or the Survivors of them, shall stand and be thereof seised, or of such part thereof, whereof no such perfect Execution shall be had, To the Use of the said F. E. and G. H. and their Heirs, until such time as such Recovery or Recoveries shall or may be suffered and had, as is aforesaid; and afterwards, To the Use of the said H. B. and his Heirs for ever. In witness (&c.)

The lead the Use of a Recovery for two several Annuities.

WHich Recovery, so as aforesaid, or in any other manner or form to be suffered and executed, and all Recoveries to be had, suffered and executed of the said Lands and Premises, with the appurtenances, at or before the said Feast of (&c.) shall be, and shall enure; and the said Recoverors, in and to the said Recovery and Recoveries, shall from the suffering and executing thereof, stand and be seised of the said Manors and Premises, to the uses, intents and purposes hereafter specified, expressed or declared, and to none other use, intent or purpose, (*viz.*) from and after the execution thereof, that the same be for one Annuity or yearly Rent of 80 l. by the Year, to issue out of the said Lands and Premises, to the use of the said N. L. and his Heirs, during the life of the said R. L. payable at the Feasts of (&c.) by even and equal portions; and

That the Recovery shall be for one Annuity of 80 l. per Ann.

and to the intent, use and purpose; that if the said Annuity or yearly Rent be behind and unpaid after any of the said payable Feasts, at which the same ought to be paid, That then and so often it shall be lawful to and for the said N. and his Heirs, into the said Lands and Premises to re-enter and distrain, and the Distress and Distresses there found, to take, lead, drive, carry away, impound and retain, until the said Annuity, with the Arrearages thereof, if any be, be fully contented, satisfied and paid unto the said N. L. his Heirs or Assigns. And to the further use and behoof, of and for the said Lands and Premises, with the appurtenances, to, for and of the said R. L. for Term of his life, without impeachment of Waste; and from and after the decease of the said R. that the same Recovery and Recoveries be for one other Annuity or yearly Rent of 60 *l. per Annum*, to issue out of the said Lands and Premises, to the use of the said F. during her Natural life, payable at the said Feasts by even and equal portions, and to the intent, use and purpose, that if the said Annuity or yearly Rent of 60 *l.* be behind and unpaid after any of the said payable Feasts, at which the same ought to be paid, during the Life of the said F. after the decease of the said R. That then and so often it shall be lawful to and for the said F. after the death of the said R. into the said Lands, &c. (as before.) And from and after the decease of the said R. to the further use and behoof (of and for the said Lands and Premises, with the appurtenances, to be so as afore-

If the Annuity be behind, it shall be lawful for him to distrain.

Another Annuity of 60 *l. per Annum*.

Distress.

Covenant to
keep harmless.

Covenant for
further Assu-
rances.

aforesaid recovered) of the said N. L. and E. his Wife, and of the Heirs of the Body of the said N. by him on the Body of the said E. begotten, or to be begotten. And for default of such Issue, then to the use of the Heirs of the Body of the said E. lawfully begotten; and for default of such Issue, then to the use of the heirs Males of the Body of the said R. on the Body of the said H. lawfully to be begotten; and for default of such Issue, then to the use of the Right Heirs of the said E. for ever. And the said R. L. (&c.) doth covenant, &c. to and with the said N. L. &c. That the said R. L. his Heirs, &c. shall and will from time to time, and at all times hereafter, acquit, exonerate and discharge, or otherwise upon reasonable request to him or them in that behalf made, save and keep harmless and indemnified as well the said Lands and Premises, and every part thereof, as also the said N. L. and E. and their said Heirs, of, for and concerning the said Lands and Premises, of and from all and all manner of former Grants, Bargains, Sales, Statutes, Recognizances, Charges, Titles, Troubles and Incumbrances whatsoever, had, made, done, knowledged or suffered, or hereafter to be had, &c. (*ut supra*) by the said R. L. or any other person or persons by his means, assent or procurement (such Assurance as the said R. hath heretofore made, to and for the use of the said N. and E. or either of them, only excepted.) And also the said R. L. doth further (&c.) covenant (&c.) to and with (&c.) That he the said R. and his Heirs shall and will

will make, do, knowledge and suffer, or cause and procure to be had (&c.) all and every such further and reasonable act and acts, thing and things, device and devices in the Law, for the further assuring and sure making of the said Lands and Premises, and every part thereof, unto the said N.L. and E. and their said Heirs, to the uses and intents aforesaid, be it by Fine or Fines, Recovery or Recoveries, Feoffments, Release, Confirmation or otherwise, with Warranty of the said R. and his Heirs, against him and his Heirs, or without Warranty, if it be so required; as by the said N.L. his Heirs or Assigns, or their Learned Counsel in the Law, shall be devised, advised and required: In witness (&c.)

Uses declared.

ANd it is fully covenanted, condescended and agreed unto by and between all the said parties to these Presents, and all the said parties for themselves and their several Heirs, do severally covenant and agree, to and with the others of them and their several Heirs, That the said Recovery and Recoveries, and the said Fine and Fines after the said Recovery and Recoveries shall be had and executed, and the full Execution thereof, of, for and concerning the Premises therein to be contained, shall be and enure, and be adjudged, deemed, expounded and taken to be and enure, that the said Conusees and their Heirs, and the said Recoverors and their Heirs, and all and every other person

The Tenants were to be made by Fine, until a Recovery had.

The Fine and Recovery to be to the uses in these Presents.

and

The Art of Conveyancing.

Uses.

Power of Re.
vocation, &c.

and persons, which shall then be seised of the said Messuages, Lands, Tenements, and all other the Premisses, or any part or parcel thereof, shall stand and be seised of the said Messuages, Lands, Tenements, Hereditaments and Premisses in the said Fine or Fines, or Recovery or Recoveries, to be mentioned, with their and every of their appurtenances, and of every part and parcel thereof, To the severall uses, intents and purposes in these Presents hereafter expressed and declared, and to none other use, intent or purpose; (That is to say,) Of, for and concerning all the said Messuages, Lands, Tenements, Hereditaments and Premisses, with their and every of their appurtenances, and of every part and parcel thereof, To the use and behoof of the said H. G. for and during the Term of his Natural life; and after his decease, then to the use and behoof of the first born Son of the said H. G. to be begotten on the Body of any Woman or Women, which he shall from and after the day of the Date of these Presents marry and take to Wife, and of the heirs Male of the Body of such first Son to be begotten (&c.) Provided always, and it is fully agreed by and between all the said parties to these Presents, That it shall and may be lawful to and for the said H. G. at any time or times hereafter, and from time to time during his Life, at his free-will and pleasure, by any his Deed or Writing, or last Will and Testament by him to be sealed and published in the presence of three Credible Witnesses at the least, to alter, change, determine, revoke or make

make void, all or any the Use or Uses; Estate or Estates in these Presents before-declared mentioned or limited, of the Premises, or any part thereof: And that at all times, from and after such time as as the said H. G. shall by any such his Deed or Writing, or last Will, so expresse and declare his pleasure and mind to be, to alter an change, determine, revoke or make void, all or any the Use or Uses, Estate or Estates, in these Presents before declared, mentioned or limited of the said Premises, or any part thereof, That then and from thenceforth such of the said Estate and Estates, Use and Uses, here in these Presents declared, as shall be so declared by such Deed, Writing or last Will of the said H. G. to be altered, changed, determined or made void, shall cease, determine and be void; and that then and from thenceforth the said Fine and Fines, and the Conusees therein to be named, and the said Recovery and Recoveries, and the Recoverors therein to be named, and all other person and persons which shall then happen to be seised of the said Premises, or any part and parcel thereof, as shall be so altered, changed, determined, revoked or made void, shall thereof stand and be seised to the use of such person and persons, to and for such use and uses, and in such manner and form, as by such Deed, Writing or Last Will of the said H. G. sealed and published as aforesaid, shall be declared and expressed, and not to any person or person persons, use or uses whatsoever. In witness (&c.)

By Deed or
Will.

And the Uses
to cease.

And the Co-
nusees and
Recoverors

To stand seised

To other Uses,
as shall be
be declared.

A Covenant for
Levying of a
Fine.

A Covenant to levy a Fine with Special Use.

—And it is further covenanted, concluded and agreed by and between the said parties to these Presents, and the said B. D. and R. D. for themselves, their Heirs, Executors and Administrators, do covenant, promise and agree, to and with the said W. K. and T. R. and their Heirs by these Presents, That they the said B. D. and R. D. shall and will on this side and before the end of *Michaelmas* Term next ensuing the Date of these Presents, in due form of Law, levy and acknowledge before His Majesties Justices of the Court of Common-Pleas at *Westminster*, or before other person or persons in that behalf to be lawfully authorized, one or more Fine or Fines *Sur Conscience de droit come ceo, &c.* with Proclamations thereupon to be had and made, according to the usual Course of Fines with Proclamations, for assurance of Lands in such cases used, and the Form of the Statute in that behalf made and provided, unto the said W. K. and T. R. and their Heirs, or the Heirs of one of them, of all that (&c.) whereof or wherein the said B. D. and R. D. have, or either of them hath any Estate of Freehold in Possession, Reversion or Remainder, by the Names of (&c.) or by such other descriptions, quantities, qualities, contents and numbers of Acres, or otherwise, in such manner and form as by them the said W. K. and T. R. or their Heirs, or any of them, shall be thought fit and convenient. And it is declared and agreed, by and between all and every the said parties to these Presents, and particularly

larly the said B. D. and R. D. do, and either of them doth, for themselves, their Heirs and Assigns, declare and agree, That the said Fine, so or in any other manner to be had and executed by and between the said parties, shall be and enure, and is hereby declared to be and enure, and the said W. K. and T. R. and their Heirs, shall stand and be seised of the said Premises, with their appurtenances, to the use of them the said W. K. and T. R. and their Heirs, until and so the Intent that several good and perfect Common Recoveries may be thereof had and suffered, and to the end to make them the said W. K. and T. R. perfect Tenants of the Freehold of the said Premises, for one or more Writ or Writs of *Entry*, to be brought against them the said W. K. and T. R. whereupon several Common Recoveries may be thereupon had and suffered, as is hereafter expressed. For which purpose, It is covenanted, concluded and agreed by and between the said parties to these Presents, That it shall and may be lawful to and for the said R. L. and F. W. to sue forth and prosecute out of the High Court of *Chancery*, Returnable in the said Court of Common-Pleas at *Westminster*, one or more Writ or Writs of *Entre sur Disseisin en le poit* against them the said W. K. and T. R. thereby demanding by apt and convenient names, descriptions and numbers of Acres, the said Manors of, (&c.) and all and singular other the Premises in the said County of S. To which said Writ or Writs of *Entry* the said W. K. and T. R. shall personally appear *gratis* at the same day and

Enurement of
the Fine to
make them
Tenants to
the *Præcipe*.

Covenant for
a Writ of
Entry, for a
Recovery
against B. P.

The Form.

Double Vou-
chee.

Also another
Recovery
against R.D.

The Form.

and place of the Return thereof, and after Declaration made against them, then and there (according to the Nature of the same Writs) shall and will the same day make their Defence, and vouch over to Warranty the said B. D. who shall likewise *gratis* appear, and enter into the same Warranty and vouch over the Common Vouchee in that Court, who shall also appear and Imparl, and after Imparlance made shall depart in Contempt of the said Court, so as Judgment may be thereupon had and given for the said R.L. and F. W. to recover the said Manor and Premises against them the said W. K. and T. R. and for them to recover in Value against the said B. D. and for her to recover in Value against the Common Vouchee : And also one or more Writ or Writs of *Entre sur Dissein en le Poſt*, Returnable as aforeſaid, against the said W. K. and T. R. thereby demanding, by like apt and convenient names, descriptions and numbers of Acres, the said Manors (&c.) To which Writ or Writs the said W. K. and T. R. shall personally appear *gratis*, at (&c.) (as before) and vouch to Warranty the said R. D. who shall likewise appear and enter into Warranty, and vouch over to warranty the Common Vouchee of the same Court, who shall likewise appear *gratis* and Imparl, and after Imparlance depart in Contempt of the Court, so as Judgment may be thereupon had and given for the said R.L. and W.F. to recover the said Manors and Premises in (&c.) against the said W. K. and T. R. And for the said W. K. and T. R. to recover in Value against the said R. D. and for

for him to recover over against the Common Vouchee, and that all and every Act and Acts may be done and executed, needful and requisite for the having and executing of several good and perfect Recoveries, of all and singular the said Manors and Premises, with their several and respective appurtenances, with several and respective Vouchers over as aforesaid, according to the usual course of Common Recoveries for assurances of Lands in such cases used : And it is declared and agreed, by, and between all the said parties to these Presents, that the said Fine and Fines, so or in any other manner to be had and levied of the said Manors of (&c.) in the said County of S. and the Recovery and Recoveries, so or in any other manner to be had and suffered, and the Cognisees in the said Fine or Fines named, and the said Recoveror and Recoverors in the said Recoveries, shall stand and be seised of all that (&c.) To the several uses, intents and purposes hereafter limited, and declared concerning the same, (that is to say,) To the use, &c. (Here limit the several uses with a limitation of a Term of 100 years, to Trustees upon Trusts following, &c. and after the expiration the remainder to Issue Male, &c.) And for default of such Issue, To the use and behoof of the said L. R. in case she be Enfeint or with Child at the time of the Decease of the said R. D. until she be delivered of such Child or dye, which of them shall first happen, and if such Child shall be born living, and shall be a Son, then to the use of that after-born Son, and the Heirs Males of his Body issuing, and if such after-born Child shall not be a Son, or if such after-born Son shall

Declaration of
Uses of Fine
and Recovery
as to part.

Provision for
after born
Child.

B b

dye

The Art of Conveyancing.

As to other
part wherof
no former use.

Limitation to
Trustees.

To sell Lands
for raising a
Sum of Money.

First to pay
Debts.

dye without Issue Male of his Body lawfully begotten, or if the said L.R. shall dye without any Son of her Body begotten by the said R.D. Then to the use of the right Heirs of the said R.D. for ever: And as for and concerning all (&c.) and all and singular other the Premises, intended to be comprised in the said Fine and Recoveries, whereof no use is before in and by these Presents declared, after the solemnization of the said intended Marriage, the said Fines and Recoveries shall be and enure, and the said Cognizees and Recoverors therein named, shall stand and be seised thereof, and of every part thereof, To the use and behoof of the said R. L. and F. W. and the Survivors and Survivor of them, their Heirs and Assigns for ever: And it is declared, that the same is so limited to them, but nevertheless upon the Trusts following; (that is to say,) Upon Trust and to the end, That they the said R. L. and F. W. and the Survivors and Survivor of them, his and their Heirs and Assigns, shall (with what convenient speed may be) make Sale of the said Lands and Premises so limited unto them, at, and for the best price that can or may conveniently be had or gotten for the same, and that by, and out of the Moneys raised by such Sale, and out of the Rents and Profits in the mean time, they shall pay unto Sir A. B. of, &c. Baronet, his Executors or Administrators, the Sum of (&c.) of lawful Money of *England*, for the full payment and discharge of the Debts, of the said Sir J. D. deceased, Father of the said R. D. to him owing; and in the mean time, until

until the said Sum of (&c.) shall be paid him, shall, and may out of the Rents and Profits of the same Premises, and out of the Moneys to be raised by the Sale thereof, answer and pay unto the said Sir A. B. his Executors, Administrators or Assigns, for, or in respect of the interest for forbearance of the said Sum of (&c.) from the first day of *May* next ensuing the date hereof, the yearly Sum of (&c.) at (&c.) The first payment to be made at (&c.) and so after the rate of (&c.) *per annum*, for all the time that shall happen to be between the said first day of *May* aforesaid, until such time as the said Sum of (&c.) shall be paid unto him the said Sir A. B. without any Deduction for Taxes, or otherwise (&c. setting forth the Debts.) And after the said Money for Interest, and the said 1000 *l.* and other Debts shall be paid in as aforesaid, Then the said R. L. and F. W. their Heirs and Assigns shall dispose of the Overplus of the Money to be raised by Sale of the said Manors and Premises aforesaid, unto J. D. S. D. and W. B. two of the Daughters, and second Son of the said B. D. to be paid to their hands, for, and towards the raising Portions, together with other Portions herein after provided, the several Sums of (&c.) for each and every of the said J. D. S. D. and W. B. for their several and respective Portions as aforesaid: And as for, and concerning all that the said Manor of, &c. To the use of the said Trustees, and the Survivor and Survivors of them, his and their Executors and Administrators, and the said Estates and Terms are so respectively to them limited,

Secondly, for
raising Chil-
dren's Portions.

B b 2

upon

The Art of Conveyancing.

Provision for
younger Sons.

Overplus of
Profits to make
up Portions
before limited
to J. D. S. D.
and W. D.

Portions for
younger Sons,
payable at 21
years, or days
of Marriage,
if Marriage be
with consent.

upon the Trusts herein after expressed and declared; (that is to say,) Upon Trust, and to the intent and purpose, that by, and out of the Rents and Profits of the said Manors and Premises, so to them limited as aforesaid; they the said (Trustees) their, &c. shall and may from time to time satisfy, and pay unto the said B. D. or her Assigns, the yearly Sum of (&c.) at (&c.) for, and towards the Maintenance and Education of X. Y. and Z. the younger Sons of her the said B. D. as (the Ages of her said younger Sons, and other circumstances considered, she the said B. D. and her Assigns, shall in her and their discretion think fit, so that the same do not exceed 100 l. *per annum*, for any one of the said younger Sons, and shall, and may dispose of the Overplus of the Rents and Profits of the said Manors and Premises aforesaid, for, and towards the supplying up the several and respective Sums or Portions of, &c. pounds apiece, of the said J. D. S. D. and W. D. so far forth, as the Provisions herein before in that behalf made shall fall short, and not otherwise; And for the raising the several Sums of (&c.) for each, and every of them the said X. Y. and Z. for their Portions, to be respectively paid unto them, at their several and respective Ages of 21 years, or days of Marriage, which of them shall first happen, or so soon after as the same may conveniently be raised, so as such Marriage be by, and with the consent of the said B. D. their Mother, during her Life, and after her decease with the consent of the said R. D. their Brother: But with this Limitation

tion and Declaration, That then, and so often as any one of them the said X. Y. and Z. shall have received, and be paid his or their Portion or Portions, That then, and from thenceforth the said yearly Sum and Sums of (&c.) (before limited to them for their Education and Maintenance,) for each, and every of them so receiving his or their Portion or Portions, shall be abated and detained out of the (&c.) pounds before mentioned to be paid to the said B. D. for the Maintenance and Education of the said Sons.

And that then, and from thenceforth the same yearly Sums of, &c. so to be abated and retained, shall go and be disposed and employed for, and towards the better supplying, and making up of the said Portions or Sum of (&c.) apiece for the said J. D. S. D. and W. D. and for the better and more speedy raising of, &c. pounds apiece for such of them, the said X. Y. and Z. whose Portions shall not be so received and paid: And it is declared and agreed, by, and between all the said parties to these presents, That the Portions of (&c.) apiece, to the said J. D. S. D. and W. D. shall be paid to them successively, according to their respective Seniorities in years. viz. first to the said J. next to the said S. and after to the said W. D. And also, That if the respective Portions of the said Children hereby provided for, shall not be paid at their respective Ages of 21 years, That then each of the said Children shall have allowed Interest for their said Portions, from their respective Ages of 21 years, till the same Portions shall be respectively

As each is paid his Portion, his Education Money to be abated to help to make up Portion of the Rest.

Each to be paid according to their Seniorities. And Interest from 21 years till paid.

B b 3

paid,

Portion of him
dying to deter-
mine.

Trustees to
stand possessed
of residue of
the Term and
Overplus of
Money to the
use of those
in Reversion.

Limitation to
Trustees on
Trusts follow-
ing.

paid, after the rate of 6 *l. per Cent. per annum* to be raised out of the said Lands, and to be paid to the said Trustees half yearly; And with this Proviso and Limitation also, That in case it shall happen any of them the said X. Y. and Z. shall depart this Life before his, or their said Portion or Portions shall become due and payable to him or them; That then, and from thenceforth the Portion or Portions of him, or them so dying shall determine, and not be payable and paid: And that then, and from thenceforth the said Manors and Premises charged with the raising thereof, shall be clearly and absolutely discharged thereof, and other the said Maintenances shall be raised, and paid according to the true intent and meaning of these Presents; And that the said Trustees their, &c. shall stand and be possessed of the said Premises, for and during the respective Terms to them limited as aforesaid, and shall dispose of the Monies remaining in their Hands (if any be) upon Trust, and to the benefit of the person and persons, to whom the next and immediate Reversion and Remainder, or Freehold of the Premises, expectant upon the said several Terms, shall for the time being, appertain, and to fall in, go with and attend the Inheritance thereof, according to the several and respective Uses and Estates before limited: And as for, and concerning the said Estates and Terms of, &c. herein before limited unto them the said Trustees, their Executors, Administrators and Assigns, It is declared and agreed, by and between all the said parties

to

to these Presents, That the same is so to them limited, upon the Trusts, and to the intents and purposes, and under, and subject unto the severall and respective Provisoos and Conditions hereafter declared and expressed;

(That is to say,) That in Case the said R.D. shall dye without any Issue Male of his Body, on the Body of the said L. R. lawfully begotten, and living at the time of the Decease of the said L. R. Or if the Heirs Males between them shall happen to dye without Issue Male of their Bodies lawfully issuing, before their Age or Ages of 21 years, and that there shall be one or more Daughter or Daughters of the Body of the said R. D. on the Body of the said L. R. which shall attain to her, or their Age or Ages of 21 years or days of Marriage, That then such Daughter and Daughters shall have the Portions and Sums of Money hereafter limited; (that is to say,) If there shall be but one such Daughter and no more, Then such only Daughter to have the Sum of (&c.) and no more for her Portion: And if there shall happen to be two such Daughters or more, Then all the said Daughters to have the said Sum of (&c.) equally divided amongst them, share and share alike, the said respective Sum and Sums to be paid at the respective Age or Ages of such Daughter or Daughters of 18 years or days of Marriage, which of them shall first happen, or within such convenient times after such of them as shall first happen, as the same Portion or Portions can be conveniently raised in, (so as such Marriages be with consent

In default of Issue Male Portions to Daughters.

If but one Daughter, so much to her Portion, if more to have that Sum equally divided amongst them.

Payable at 18 years, or Marriage with consent.

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of the said B. D. their Mother during her Life, and after her decease, with the consent of the said R. D. their Brother; and in case such Portion or Portions shall not be so paid, That then the said Trustees, and the Survivors of them, their Executors, Administrators and Assigns, shall and may out of the Rents, Issues and Profits of the Premises, or by Leases, Sales or Mortgage thereof, raise and pay the said Portion and Portions, and that in the mean time from the death of the said R. D. until such time as the said Portion or Portions shall become due and payable as aforesaid, They the said Trustees, their Executors, Administrators and Assigns, shall and may out of the Rents, Issues and Profits of the Premises, raise convenient Maintenance for such Daughter or Daughters, according to their Degree and Quality, not exceeding the Sum of 100*l.* yearly, for each of the said Daughters, and shall, and will permit and suffer such person and persons, to whom the Freehold and Inheritance of the said Premises expectant upon the said several Terms, so limited to them the said Trustees as aforesaid, shall for the time being appertain, to receive the Surplusage of the Rents and Profits of the said Premises, until such Portion or Portions of such Daughter or Daughters shall, or should according to the true intent and meaning of these Presents become due and payable; and after the said Portions and Maintenance, to and for such Daughters and Daughters shall be raised and paid as aforesaid, Then the said Trustees their (&c.) to stand and be seised of all and singular

Education
Money.

He in Rever-
tion to receive
Overplus.

singular the said Premises, for and during the rest and residue of their respective Terms, so limited to them as aforesaid, then to come and unexpired, and shall dispose of the Monies then remaining in their hands, (if any be) upon Trust, and for the benefit of such person and persons, to whom the next and immediate Reversion and Remainder, or Freehold of the Premises expectant upon the said Terms, shall for the time being appertain, and to fall in and attend the Inheritance thereof. Provided always, That if the person or persons, to whom the next and immediate Reversion, Freehold or Inheritance of the Premises expectant upon the said Terms, shall come, descend or appertain, do, and shall within one year after the death of the said R. D. well and truly pay, or cause to be paid to the liking and approbation of the said Trustees, their (&c.) and the Survivors of them, or sufficiently secure, or cause to be secured unto the Daughter and Daughters of the Body of the said R. D. on the Body of the said L. R. lawfully begotten, all and every the said respective Portions and Sums of Money herein before limited, to be charged or intended to be charged, and raised out of the Premises, for the said Daughter and Daughters respectively, according to the true intent and meaning of these Presents: Or if the said L. R. shall not have any Issue Female on her Body begotten then alive, or if all such Issue Female shall happen to dye before they attain, or any of them shall attain her Age of 18 years or be Married, That then the said

After the Maintenance and Portions raised, Trustees to stand seised to the use of him in Reversion.

If he in Reversion pay or secure, &c. or if Daughters all dye before payment, Then the limitation for raising such Monies to cease.

Proviso, for
making Joynture for second
Wife.

Power to make
Leases.

said Estates or Terms of (&c.) years, limited to the said Trustees, their (&c.) shall cease, determin and be void, any thing herein contained to the contrary thereof, in any wise notwithstanding. Provided always, and it is declared and agreed, by and between all the said parties to these Presents, that it shall and may be lawful, to and for the said R.D. after the decease of the said L. R. at all times during his natural Life, &c.[as in others]any thing (&c.)notwithstanding. Provided also, and it is further covenanted and agreed, by and between all and every the said parties to these Presents, and declared to be their true, intent and meaning; That it shall and may be lawful, to, and for the said R. D. and L. R. in case she happen to Survive the said R. D. for and during the Terms of his and her respective natural Lives, respectively, from time to time, and at all times from and after the, &c. day of, &c. next ensuing. And from and after the deceases of them the said R. D. and L. R. to, and for any person or persons, to whom any use of Estate is herein before limited respectively, being in Possession of such Use, or Estate of the Premises, or any part thereof during their respective natural Lives, by virtue of, and according to the several and respective Limitations herein before to them made, being of the Age of 21 years, or above, by any Deed or Deeds, &c. [to make Leases for three Lives, or 21 years in Possession, without any Fine, reserving as much Rent as *bona fide* can be got, &c. (*as in others*) with Covenants for the Lessees to be restrained from

from doing Wast, and to Seal Counterparts,
&c.]

*Concerning the Operation and Effect of Re-
coveries.*

IT is to be noted, That a Common Recovery is much of the nature of a Fine, but is better in regard it bars Remainders and Reversions: Upon a Recovery an Use may be averred, as well as upon a Fine; and a Recovery may be avoided, if suffered by Covin to deceive Purchasers, or any Usurious Contracts, as another fraudulent Conveyance: That it hath great favour from the Law, many of the Inheritances of the Kingdom, depending upon this assurance, and no Error, except it be a notorious and gross Error in it, will make it voidable; for that it is done by consent, and doth suppose a recompence in value to all persons that lost the Estate.

That whosoever may suffer a Recovery, he or she may declare the Uses of it, 10 Co.

42.

Note also, That the same Rules (for the most part) are to be observed and followed, for the guiding and directing of the Uses of a Recovery, as are observed for the guidance and direction of the Uses of a Fine, viz. That an Use may be averred upon it, &c.

That a Recovery with single Voucher, cannot be a Bar of an Estate Tail, to which he that suffers the Recovery, has only a Right at the time of the Recovery suffered,
3 Cro. 826. That

The Art of Conveyancing.

That a Stranger, that hath Right to the Land at the time of the Recovery suffered, is not barred at all by the Recovery, or by his Laches of Non-claim (&c.) as in the case of a Fine, 3 Co. 5.

That he that is in an Estate in Possession by Title above the Recovery, shall not be bound by the Recovery, 1 Co. 96. a.

That a Condition, That a Donee in Tail shall not *Alien* is void, and therefore such a Donee in Tail may notwithstanding such Condition by Recovery bar it, 9 Co. 127.

That the Recoverers are not in seisin of the Lands till Execution, albeit the Land be in Lease for years, *Moor* 137.

That if a Recovery be had against a Tenant in Tail, and Judgment entred, and the Tenant in Tail die before Execution; yet Execution may be sued against the Issue in Tail, 1 Co. *Shellyes's Case*, *Moor* 137.

That no Heir in Tail (the Reversion and Remainder in the King) shall be barred by Common Recovery, *Stat.* 34 & 35 *H. 8. cap.* 20. But this is supposed where the Land is of the Kings Gift, and not of the Subject. By the Stat. of 14 *Eliz. cap.* 8. Recoveries had or prosecuted by Agreement (or by Covin) against Tenants by the Curtesie, Tenants in Tail after possibility of Issue extinct, for Term of Life or Lives.

Or of Estates determinable upon Life or Lives, &c. shall be void, as against the Reversions or them in Remainder, and against their Heirs and Successors.

But

But this Act is not to prejudice any person that shall by good Title recover any Lands, &c. without Fraud, by reason of any former Right or Title. Also every such Recovery had by Assent and Agreement of the person in Reversion, or Remaindr, appearing of Record in any of the Kings Courts, shall be good against the party so assenting; But this Assent must appear upon the same Record, either upon a Voucher, Aid Prier, Receipt, or the like, and not by any extrajudicial Entry or Memorandum, *Co. Lit.* 362.

If Tenant for Life, and he in Remainder in Tail suffer a Common Recovery, and both Vouch the Common Vouchee, This is held to be no good Recovery to bar the Issue in Tail, 1 *Co. Marquis of Winchester's Case*. For he in Remainder was not Tenant to the *Præcipe* being not in Possession.

But if there be Tenant for Life, the Remainder in Tail, the Reversion or Remainder in Fee, and the Tenant for Life is impleaded by Agreement, and he Vouch the Tenant in Tail, and he Vouch over the Common Vouchee, this will bar the Reversion or Remainder in Fee, although he in the Reversion or Remainder did never Assent to the Recovery.

So if the Tenant for Life Surrender to him in Remainder in Tail, he may suffer a Recovery, and Bar the Estate Tail, *Co. Lit.* 362.

Stat.

The Art of Conbepancing.

Stat. 21. H. 8. cap. 15. shews how Termor for years may falsifie a feigned Recovery, and that a Recoverer may have the same Remedy for Rent, Wast, &c. as the Recoveree had, and that no Statute Merchant, Staple or Execution by *Elegit* shall be avoided by such feigned Recovery.

The *Stat. of 7 H. 8. cap. 4.* shews how Recoverers may distrain for Rent, &c.

Recovery by Spiritual persons, as Bishop, Dean, Parson, Vicar of their Spiritual Lands, shall not bind their Successors. See *Stat. 32 H. 8. cap. 28. 13 Eliz. cap. 10, 20. Co. Lit. 441.*

As to Recoveries by Covin take this in General, That if the Tenant for Life suffer a Common Recovery, without the Assent of him in Reversion, this is void by the Statutes of *32 H. 8. cap. 31. 14 Eliz. cap. 8.* And will be a Forfeiture of the Estate of Tenant for Life. See *1 Co. Pelham's Case.*

And yet, if Tenant in Tail in Possession or Remainder, suffer a Common Recovery by Agreement in any Case (except where the Reversion is in the King) this is good, and may not be falsified as done by Covin; so where Tenant for Life is, the Remainder in Tail or Fee, and the Tenant for Life suffer a Common Recovery, and Vouch over him in the first Remainder in Tail, or him in the next Remainder in Fee, this is not Fraudulent, but a Bar to the Estate Tail, &c. *10 Co. 43, 49.*

And yet, if the King give Land in Remcompence of any service done to him, or for other Cause, and the Tenant in Tail, whilst

whilst the Reversion is in the King, suffer a Common Recovery, that shall be said to be Fraudulent and void, as against the King and his Successors, by the Statute of 34 H. 8. cap. 20. 10 Co. 48. Plowd. 54.

If Land be conveyed by a Husband, or any of his Ancestors to the Wife for her Life, or to her and her Husband, and their Issue in Tail, for the Joynture of the Wife, and after the Husband Death the Wife alone, or she, and an after Husband shall suffer a Common Recovery of the Land, this shall be esteemed fraudulent and void by the Statute of 11 H. 7. cap. 20.

And it is to be known, That upon the Statute of 14 Eliz. of feigned Recoveries, that thereby no Reversion or Remainder expectant upon an Estate Tail is preserved, where the Tenant for Life is impleaded, and Tenant in Tail vouched; for where the Tenant in Tail is party to the Recovery it cannot be by Collusion, because it is in the power of him to dock the Remainder and Reversion, 10 Co. 45.

How a Recovery may be avoided, or falsified.

Sometimes it is by Writ of Error, when there is some gross or substantial Error in the manner of the Proceeding.

An Infant that suffers a Recovery, may not avoid it by Entry, but must avoid it by Writ of Error, *Stiles Rep.* 246.

But

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But not for incongruous Latin, Razure, Interlining, Misentrining of any Warrant of Attorney, Misreturning or not Returning of the Sheriff, or other want of Form in words, and not in matter of Substance, 23 *Eliz. c. 3.* 21 *H.8. c. 15.* *Co. Lit.* 46, 104. *Plowd.* 515. *Dyer* 249. 3 *Co.* 78. 5 *Co.* 40.

Or a Recovery may be avoided; for that he that hath the Estate and Right, is neither party nor privy to the Recovery: As where it is brought against a Disseisor, and he Vouches one that hath nothing in the Land.

Or where the Recovery is had against the Husband alone, of the Land whereunto his Wife hath Title of Dower.

And sometimes it may be avoided by Pleading and Setting forth of the Special Matter: As where the Recovery is by Covin against the Tenant for Life. Or for that he against whom the Writ is brought, is no Tenant to the Freehold, by right or by wrong, at the time of the Writ of Entry brought; as where a Writ is brought against a Stranger that hath nothing in the Land, and he doth vouch the Tenant in Tail in Possession of the Land.

Also the Issue in Tail against a Common Recovery, had by the Ancestor, may say, That he was not Tenant to the *Præcipe*, nor seised of an Estate Tail *tempore brevis*; and this is a good Bar, 3 *Co.* 11.

As where he in Remainder in Tail discontinues the Estate Tail, and takes a new Estate, and then suffers a Common Recovery; by this the Estate Tail is not barred; for he

he was not seised of it, as is before observed.

A Recovery in some Cases may be avoided by others : As,

Where a Recovery is had of the Land, whereof I have an Estate for years, by Statute, *Elegit*, or the like, at the time of the Recovery had ; I may avoid it.

And where a Recovery may be avoided for any of the afore-mentioned Causes, it must be by one whom it doth concern, and that otherwise should have had the Land, and not by any other whom it doth not concern.

As if an Erroneous Recovery be suffered by Tenant in Tail ; in this Case his Issues, or if they fail, the next in Remainder or Reversion shall defeat it.

The Wife may falsifie a Recovery suffered by her Husband alone, as to her Title of Dower only, and no longer or farther.

So he in Reversion or Remainder may falsifie and avoid a Recovery suffered by the Tenant for Life, either in the Life-time of the Tenant or afterwards, to which he was not privy.

So also, if the Land be recovered against a Stranger, the Tenant in Tail shall avoid it.

But a Stranger shall never take advantage of a Recovery, altho' it be erroneous, *Fenk. Cent.8. Cas.32.*

Neither he in Reversion or Remainder, or any by or under him, or any other, may falsifie a Recovery suffered by Tenant in

C c

Tail

The Art of Conveyancing.

Tail in Possession, except it be for the Causes before set down.

The Recoveror himself may not falsifie a Recovery, nor a Guardian, or a Tenant of a Manor: As if one hold a Manor, and a Stranger recover the Manor by a feigned Title, a Tenant of the Manor may not falsifie it.

But a Termor for years may falsifie a feigned Recovery had against him in Reversion, and shall retain and enjoy his Term against the Recoveror, his Heirs and Assigns, according to his Lease, by the Statute 21 H. 8. 15.

No Statute-Staple, Merchant or Execution by *Elegit* may be avoided by a feigned Recovery: But such Tenants shall have like remedy to falsifie such Recovery, as the Lessee for Years may have, 21 H. 8. cap. 15. Co. 2. Inst. 321, 322. 1 Cro. 284.

And if the Land be recovered against a Disseisor, the Disseisee shall avoid it.

And the Land recovered against him in Reversion or Remainder, the Tenant by Statute, *Elegit*, or for Years, shall avoid it, as is before observed.

But in these Cases they must avoid it during their particular Estates, and may not do it afterwards.

Sometimes it may be avoided by Entry, as well as by Writ of *Errar* and *Pleading*.

Sometimes it hath been made void by Sentence of a Court, called a *Vacar*, when the Recovery hath been by Covin: As where Tenant for Life shall suffer a Recovery to dis-

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disinherit him in the Reversion, or by some undue Practice or sinister Dealing.

And this hath been done only upon the discovery of the Matter of Practice to the Court, upon which only the Court doth make void the Judgment, *Plowd.* 515. 1 Co. 62, 63, 64. *Dyer* 249.

And Note, That most Errors in a Common Recovery, are amendable by the Court the first Term after the Recovery is had: But for all this see 1 Co. 105, 188. 6 Co. 7. 8 Co. 162. 2 *Bulst.* 14. *Goldsb.* 181. *Bridgm.* 71. *Owen* 68.

This may suffice to shew the Nature of Recoveries.

But much more concerning their Effect and Operation, &c. may be read in *Mr. West*, in *Brown's Fines and Recoveries*, in *Shepherd's Practical Counsellor*, his *Common Assurances*, &c. and many others.

Our chief Intention here being only to set down proper Presidents for Suffering them, and to lead their Uses.

The End of the first Volume.

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